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Permanent Index Number: 38081220341103

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1998-04-21 13:59:26
Cook County Recorder 39.06

Prepared by:
Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75380-9068

(Space Above This Line For Recording Data)

Loan No: 08718944
Borrower: ELIZABETH M. MILLER

Data ID: 181

10

FHA Case No.
131-9115460 734

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 30th day of March, 1998.
The mortgagor is ELIZABETH M. MILLER, AN UNMARRIED WOMAN

("Borrower").

This Security Instrument is given to COVENANT MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 1156 WEST SHURE DRIVE, ARLINGTON HEIGHTS, ILLINOIS 60004

("Lender").

Borrower owes Lender the principal sum of NINETY-FIVE THOUSAND TWO HUNDRED and NO/100-----Dollars (U.S. \$ 95,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

ILLINOIS FHA MORTGAGE

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ATGF, INC

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mortgage insurance premium. disbursements before the Borrower's payments are available in the account may not be based on amounts due for the to time ("RESPA"), except that the cushion or reserve permitted by RESPA for anticipated disbursements or maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time. Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage, special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly

on, the debt evidenced by the Note and late charges due under the Note. 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

various by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to encumbrances. All of the foregoing is referred to in this Security Instrument as the "Property." TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

File to: 60008 (Zip Code)
 (State)
 ROLLING MEADOWS, (City)
 ("Property Address"):

which has the address of 2710 NORTH HAMPTON DRIVE, UNIT C2,

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be paid to the entity legally entitled thereto. proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess of prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence, to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days; 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment in the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not in a form acceptable to Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which 4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether

File late charges due under the Note. Fourth, to amortization of the principal of the Note; and Third, to interest due under the Note; insurance premiums, as required; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard Secretary instead of the monthly mortgage insurance premium; First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the 3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: remaining for all installments for items (a), (b), and (c). a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become lenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower up the shortage as permitted by RESPA.

If the amounts held by Lender for Escrow items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

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7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(i) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(ii) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(iii) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(iv) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(v) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

Loan No: 08718931
Borrower: ELIZABETH M. MILLER

Data ID: 181

LEGAL DESCRIPTION

UNIT NUMBER 26-C-2 IN THE COACH HOMES OF WILLOW BEND CONDOMINIUM, AS DEFEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, BEING A PART OF LOTS 2 AND 3 IN GEORGETOWN OF WILLOW BEND, A SUBDIVISION OF PART OF SECTION 6 AND SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25 259 494 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 08-08-122-034-1103

Property of Cook County Clerk's Office



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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

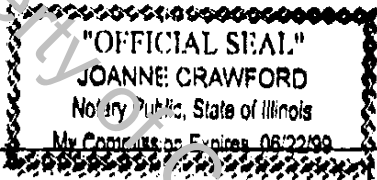
Elizabeth M. Miller (Seal)
ELIZABETH M. MILLER --Borrower

[Space Below This Line For Acknowledgment]

State of ILLINOIS
County of

§
§

The foregoing instrument was acknowledged before me this 27 day of March, 1998, by
ELIZABETH M. MILLER



Joanne Crawford
Notary Public
(Printed Name)

My commission expires:

My Commission Expires 06/22/99

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10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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MULTISTATE FHA CONDOMINIUM RIDER

A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower's interest. ("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

COACH HOMES OF WILLOW BEND
 (Name of Condominium Project)

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

2710 NORTH HAMPTON DRIVE, UNIT C2
 ROLLING MEADOWS, ILLINOIS 60008
 (Property Address)

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

COVENANT MORTGAGE CORPORATION

THIS CONDOMINIUM RIDER is made this 30th day of March, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

CONDOMINIUM RIDER

FHA Case No. 131-9115460 734

Date ID: 181

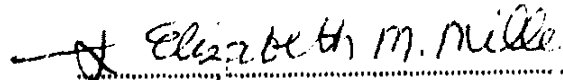
Loan No. 08718931
Borrower: ELIZABETH M. MILLER

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- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


.....(Seal)
ELIZABETH M. MILLER —Borrower

Property of Cook County Clerk's Office