# UNOFFICIAL COPYS

### ADDENDUM TO MORTGAGE

Date: NOV. 30,1989

FHA CASE #: 131:5783795:703

Property Address: 10526 S. INDIANA AVENUE

CHICAGO, IL 60628

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, whis designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgager, pursuant to a contract of sale executed not later than 12 months after the date of execution of this mortgage or not later than 12 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the commissioner.

Borrower MILDRED DAVIS

Ounity Clark's Office (MILDRED DAVIS IS SIGNING THIS DOCUMENT SOLELY FOR THE PURPOSE

OF PERFECTING HER WAIVER OF HOMESTEAD)

Borrower

Borrower

# UNO FAMILY PLOTE OPYS Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of NOVEMBER , 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to THE FIRST MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10526 S. INDIANA AVENUE CHICAGO, IL 60628

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORD ATE LIENS. Except as permitted by federal law. Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS 'NSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LFAS'S. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" s'all mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower enconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ren's received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums seculed by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the renant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or mair ain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BEI OW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

( Michael R.	Davis	(Seal)
MICHAEL R. DAVIS		-Borrower
		(Seal)
·		(Seal)
		-Borrower
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Property of Coof County Clerk's Office

NON-DNIFORM COVENANTS. Botrower and Lender further covenant and agree as follows:

19. Walver of Homestead, Borrower waives all right of homestead exemption in the Property.

Security Instrument by judicial proceeding and any other remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and coats of title evidence. 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

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State of Illinois

#### MORTGAGE

FHA Case No. 131:5783795:703

THIS MORTGAGE ("Security Instrument") is made on NOVEMBER The Morigagor is MICHAEL R. DAVIS, MARRIED TO MILDRED DAVIS

. 19 89

whose address is 10526 S. INDIANA AVENUE, CHICAGO, IL 60628

, ("Borrower"). This Security Instrument is given to

THE FIRST MORTGAGE COLFGRATION

which is organized and existing under the laws of ILLINOIS address is 19831 GOVERNORS HIGHWAY

, and whose

FLOSSMOOR, IL 60422

FORTY NINE THOUSAND FORTY FIVE and NO/100

("Lender"). Borrower owes Lender the principal sum of

). This lebt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 49,045.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced DECEMBER 1st 2019 by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 6 to protect the security of thir . Leurity 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

In John P. Dizey's Resubdivision of Lots 1 to 12 inclusive, in the Subdivision of

part of Lot 3 lying Best of Michigan Avenue in the Subdivision of lots 4, 5, 6, 7 and 8 in

the Subdivision of the West Helf (i) of the West Helf (i) of Section 15. Termship 37 North, TOPH'S OFFICE

Bange 14. Bost of the Third Principal Meridian.

TAX I.D. #25-15-121-048

PROPERTY ADDRESS: 10526 S. INDIANA AVENUE

CHICAGO, ILLINOIS 60628

which has the address of 10526 S. INDIANA AVENUE CHICAGO, Illinois [ZiP Code]. ("Property Address"); 60628

[Street, City],

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly pay:nent, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated

on or before the date the item becomes due. is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent of payments required to pay such items when due, and if payments on the Mote are current, then Lender shall either refund for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments

premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with leader one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the sustanding principal insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her

be credited with any but now remaining for all installments for items (a), (b), and (c). If Borrow(1 Inders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the Dalance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, Immediziely prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be goding with any acquisition by Lender, Borrower's account shall be goding with any acquisition by Lender, Borrower's account shall be goding with a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be goding with a continuous shall be goding with the continuous

3. Application of Paymen's. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage instrance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this

Second, to any taxes, special assestments, leasehold payments or ground rents, and fire, flood and other hazard insurance Security Instrument was signed;

premiums, as required;

Third, to interest due under the Mote;

FILLS, to late charges due under the Note. Fourth, to amortization of the principal of the Note;

insure all improvements on the Property, whether now in clietines or subsequently crecied, against loss by Boods to the extent required by the Secretary. All insurance shall be carried with corapanies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender, renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender. existence or subsequently erected, against any hazards, or mainties, and contingencies, including fire, for which Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also 4, Fire, Flood and Other Hazard Insurance. Is fromer shall insure all improvements on the Property, whether now in

paid to the entity legally entitled thereto. proceeds over an amount required to pay all outstanding indebtedness under tite Mete and this Security Instrument shall be, of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance any delinquent amounts applied in the order in Paragraph 3, and then to prepare of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date. promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such hoss directly to Lender, instead of to Borrower and to Lender jointly. All the hole and this Security Instrument, first to by Lender, at its option, either (a) to the reduction of the indeptedness up let title Note and this Security Instrument, first to say delinquent appoints and the reduction of the indeptedness up let title Note and this Security Instrument, first to In the event of loss, Borrower shall give Lender immediate no ice by mail, Lender may make proof of loss if not made

In the event of foreclosure of this Security Instrument or other transfer of title (o, he Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall puzz to the purchaser.

Lender agrees to the merger in writing. the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title that our be merged unless substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take remonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Bortower shall comply with 5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waite or destroy, damage or

request Borrower shall promptly furnish to Lender receipts evidencing these payments 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all sovernments for municipal charges, lines 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. It failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Receipt and a support of and a support of an area of the property, and a support of an area of the property.

of taxes, hazard insurance and other items mentioned in Paragraph 2. do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment 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 of to enforce laws or regulations), then Lender may If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to purform any other covenants

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. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured

Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Any application of the process to the principal shall not extend of postpore the date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) 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.
  - (b) Sale Without Credit Approval. Lender shall, with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
    - (i) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower,
    - (ii) The sale or other transfer is pursuant to a contract of sale (or by deed, if there is no contract of sale) executed no later than 12 months (24 months if the Property is not the principal or secondary residence of the Borrower) after the date on which this Security Instrument is executed, and
    - (iii) The condit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary.
  - (c) No Walver. 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.
  - (d) Regulations c. H'JD 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.
- 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 anorneys' 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 firm created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender P.ot.) 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 G extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any det and 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 Borrover, subject to the provisions of paragraph 9.b. Borrover's covenants and agreements shall be joint and several. Any Forrover 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 Borrover'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 Borrover may agree to extend, modify, forbear or make any accommodations with regard to the term 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 give 1 by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for it 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 of 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 this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.