

NOTE IDENTIFIED

UNOFFICIAL COPY

3870132

3870132

3870132 1990 APR - 2 AM 11:04

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

DUPLICATES

Submitted by
Address
Phone
Deliver certif. to
Address

Deliver duplicate title
Deed to
Address
Notified

G.I.T. WELSH

GREATER ILLINOIS
TITLE COMPANY

BOX 116
4844240
#

[Space Above This Line For Recording Data]

State of Illinois
AP #: 8829235

MORTGAGE

FHA Case No.

131-5970858-748

THIS MORTGAGE ("Security Instrument") is made on MARCH 30, 1990.
The Mortgagor is YOLANDA WRIGHT, A SPINSTER AND MARCHAND WRIGHT, A BACHELOR AND ELIZABETH ROGERS
A WIDOW

whose address is 8606 SOUTH COLFAX AVENUE, CHICAGO, IL 60617 ("Borrower"). This Security Instrument is given to

CENTRUST MORTGAGE CORPORATION, THE STATE OF CALIFORNIA, and whose
which is organized and existing under the laws of 350 S.W. 12TH. AVE. DEERFIELD BEACH, FL 33442
address is ("Lender"). Borrower owes Lender the principal sum of
FORTY SIX THOUSAND FOUR HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ 46,450.00). 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, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
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 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:

THE SOUTH 5 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 60 IN HILL'S
ADDITION TO SOUTH CHICAGO, IN THE SOUTHWEST 1/4 OF SECTION 31,
TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

P.I.N.: 21-31-327-023 VDL 277

3870132

3870132

which has the address of 8606 SOUTH COLFAX AVENUE CHICAGO
Illinois 60617 [Street, City],
[ZIP Code], ("Property Address");

[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 payment, 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.

UNOFFICIAL COPY

CENTRUGST MORTGAGE CORPORATION
 350 S.W. 12 AVENUE
 Record and return to:
 This instrument was prepared by: D. DOWNING

Notary Public, State of Illinois
 My Commission Expires 9/1/93
 "OFFICIAL SEAL"
 Mary Ann Brunelle

This instrument was prepared by: D. DOWNING

My Commission expires:

Given under my hand and official seal, this
 signed and delivered the said instrument as
 free and voluntary act of the uses and purposes herein set forth.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
 (personally) known to me to be the same person(s) whose name(s)

a Notary Public in and for said County and state do hereby certify →
 that I, the undersigned,
 a Notary Public in and for said County and state do hereby certify →

County ss:

Page 4 of 4

Borrower
 (Seal)

ELIZABETH ROGERS

Elizabeth Rogers

STATE OF ILLINOIS.

Borrower
 (Seal)

MARCHAND MRIGHT
 (Seal)

VOLANDA MRIGHT
 (Seal)

WITNESSES:

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

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
 Security Instrument, the covenants of each rider shall be incorporated into and shall amend and supplement the covenants
 and agreements of this Security Instrument as if they were part of this Security Instrument. [Check applicable box(es)]

of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the secretary.
 Proof of such negligence, notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability
 from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive
 instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days
 is option and notwithstanding anything in Paragraph 9, requires immediate payment in full of all sums secured by this Security
 instrument and insurance under the National Housing Act within 90 days.
 Lender may, at
 for insurance under the National Housing Act within 90 days
 Acceleration Clause. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible
 to the date hereof, decline to insure this Security Instrument and the note secured thereby, Lender may exercise
 of such negligence to insure this Security Instrument and the note secured thereby, shall be deemed conclusive
 of proof of such negligence, 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.
 Proof of such negligence, notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability
 from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive
 instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days
 is option and notwithstanding anything in Paragraph 9, requires immediate payment in full of all sums secured by this Security
 instrument and insurance under the National Housing Act within 90 days.
 Lender may, at
 for insurance under the National Housing Act within 90 days
 Acceleration Clause. Borrower waives all right of homestead exemption in the Property.

3870132

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

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 recording costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this
 security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies
 provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of little evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNOFFICIAL COPY

Any application of the proceeds to the principal shall not extend or postpone the due 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, if permitted by applicable law and 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 otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary 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.

(c) **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.

(d) **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.

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 attorneys' 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 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 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 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.

3879132

UNOFFICIAL COPY

• 50 % Δια.

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

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.

31. Borrower shall use these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument or the Lender's rights in the property as set forth in the Deed of Trust, the Lender may sue for specific performance or any other relief available at law or in equity.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all Governmental or municipal charges and impositions that are not included in Paragraph 2. Borrower shall pay all Lender's interest on the principal 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.

5. Preservation and Maintenance of the Property. Borrower shall not commit waste or destroy, damage or abandon the Property or the fixtures, fittings, equipment, structures or improvements located thereon. If Borrower acquires fee title to the Property, the lessee/holder and fee title shall not be merged unless the provisions of the lease. If Borrower acquires fee title to the Property, the lessee/holder and fee title shall not be merged unless the provisions of the lease.

In the event of forcible seizure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all rights, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of loss, Borrower shall give immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under Note and this Security Instrument, first to pay Lender, or (b) to the reduction of the principal amount of Paragraph 3, and then to pay Lender. Any excess payment over the amount required to pay all outstanding indebtedness under this Note and this Security Instrument shall be paid to the entity entitled thereto.

4. Price, Flood and Other Hazard Insurance. For owner shall insure all improvements on the Property, whicher how in excess of the insurance coverage, or other hazard insurance, shall be maintained in the amount and for the periods that Lender requires, against loss by fire, for which Lender shall be held by Lender and shall include loss payable to Lender in favor of, and in a form acceptable to, Lender.

Fifth, to late charges due under the Note; **Fourth**, to amortization of the Principal of the Note;

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

First, to the monthly mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium to be paid by Lender to the Secretary or to the entire mortgage balance monthly when this security instrument was signed;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

If Borrower fails to pay all sums secured by this Security Instrument, Borrower's account shall be credited with the amount of all payments made by Lender to satisfy amounts remaining due under this instrument. If Borrower fails to pay all sums secured by this Security Instrument, Borrower's account shall be credited with the amount of all payments made by Lender to satisfy amounts remaining due under this instrument.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his/her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage premium, when each monthly payment shall also include either: (i) an insurance premium or the entire mortgage premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a annual mortgage premium; instruments insured by the Secretary are insured under programs which did not require advance payment of the entire mortgage premium, when each monthly payment shall be in amounts sufficient to accumulate the full annual mortgage premium to one-twelfth of one-half percent of the outstanding principal balance as described below:

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated annual amounts held by Lender within a period ending one month before an item would 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 become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent. If any item payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated monthly payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, if the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.