

# UNOFFICIAL COPY

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DUPLICATE

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State of Illinois

Submitted by  
CAROL MCGEELEY-ALEXANDER

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Address

MORTGAGE

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FBI Case No.  
151-6287470 703

A.G./DICANIC

ATTORNEY'S TITLE  
GUARANTY FUND, INC.  
CHICAGO, IL 60603  
312-372-8361

THIS MORTGAGE ("Security Instrument") is made on **MARCH 8TH**  
The Mortgagor is **LOIS CLAY, A ~~SEPARATE PERSON~~ WIDOW**, **A ~~SEPARATE~~ PERSON**  
**DIVORCED AND NOT SINCE REMARRIED**

whose address is **10549 S KING DRIVE, CHICAGO, IL 60628**,  
("Borrower"). This Security Instrument is given to  
**NORWEST MORTGAGE, INC.**

which is organized and existing under the laws of **THE STATE OF MINNESOTA**, and whose  
address is **P.O.BOX 31728, CHARLOTTE, NC 28231**  
("Lender"). Borrower owes Lender the principal sum of  
**EIGHTY NINE THOUSAND ONE HUNDRED SIXTY FOUR AND 00/100**

Dollars (U.S. \$\*\*\*\*\*89,164.00). 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 1ST, 2021**. 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:**  
**LOT 31 AND THE SOUTH 10 FEET OF LOT 32 IN BLOCK 24 IN "CALUMET  
CITY" SECOND ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4  
OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH,  
RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.**

**PERMANENT TAX NUMBER: 30-07-100-050**

**NOTE IDENTIFIED**

**3948601**

**TAX STATEMENTS SHOULD BE SENT TO:**  
**BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O.BOX 31728, CHARLOTTE, NC 28231**  
which has the address of **300 SAGINAW AVENUE, CALUMET CITY** [Street, City],  
Illinois **60409** [ZIP Code], ("Property Address");

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.



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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, 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 credit of the purchaser or grantee 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 HUS 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 liens 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.

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7. **Condemnation**. The proceeds of any award or claim for damages, decree or condemnation, in connection with any seizure of any part of the property, shall be paid to the lessor in the order prescribed in Paragraph 3, and then to preparement of priciple.

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.

and agreements contained in this Security Instrument, or where is a legal proceeding that may significantly affect Lender's rights 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.

If Borrower fails to make these payments or the paymenets required by Paragraph 2, or fails to perform any other obligations required by this instrument, Lender shall promptly furnish to Lender receipts evidencing these payments.

6. **Chargess to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal

3. Preservation and Maintenance of the Property, Leasesholds, Borrower shall not commit, damage or substandardly change the Property or allow the Property to deteriorate, reasonably wear and tear excepted. Lessor shall not commit waste or destroy, damage or abandon or neglect the Property. If this Security Instrument is on a leasehold, Lender may take reasonable action to protect the property if the property is vacant or abandoned or the loan is in default. Lender may inspect the property at reasonable times and places and shall not be liable for any damage or expense resulting from such inspection. If this Security Instrument is on a leasehold, Lender may take reasonable action to protect the property if the property is vacant or abandoned or the loan is in default. Lender may inspect the property at reasonable times and places and shall not be liable for any damage or expense resulting from such inspection.

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

or repair of the damaged property. Any application of the proceeds to the acquisition shall not exceed the amount required to pay all outstanding indebtedness under this Note and this Security instrument shall be

In the event of loss, Borrower shall give Lender 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 for such loss 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 the Note and this Security Instrument or (b) to the restoration of any delinquency amounts applied in the order in Paragraph 3, and then to prepayment of principal, or

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whicher now in existence or subsequently erected, against any hazards, casualties and contingencies, including fire, for which Lender shall be liable in the amount and for the periods that the insurance now is, subject to the same terms and conditions as the original insurance.

Fourth, to amortization of the premium of the Note; fifth, to late charges due under the Note.

Third, to interests due under the Note; premiums, as required; to my expenses, special assessments, loss and damage and other charges and expenses incurred in carrying out the Note.

Instead of the monthly mortgage, uniesis borrows part of the entire mortgage premium when this security instrument was signed:

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

If Borrower fails to Lender or to pay all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all instruments for items (a), (b), and (c) and any mortgage insurance premium installed with Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, limited, after all accounts remainders to Lender for all instruments for items (a), (b), and (c).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Also, Security Instruments issued by the Secretary under programs which require a payment or his or her premium of the entire mortgage insurance premium, if this Security instrument is or was insured under a program which did not require a payment of the entire mortgage insurance premium, then each payment shall also include either: (i) an installment premium of the entire mortgage insurance premium, or (ii) a monthly charge instead of a monthly charge paid by the Secretary, or (iii) a monthly charge instead of a monthly charge paid by the Secretary, or (iv) a monthly charge instead of a monthly charge paid by the Secretary.

is insufficent 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.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to the Borrower. If the total of the payments made by Lender for items (a), (b), or (c), together with the total of the payments made by the Borrower, is less than the total of the payments made by the Borrower, the difference will be paid by the Borrower to Lender.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, plus an amount sufficient to mainain an additional balance of not more than the annual amounts, plus an amount sufficient to maintain an additional balance of not more than the annual amounts collected by Lennder within a period ending one month before an item would be rendered, plus an amount sufficient to pay items (b), and (c) before they become delinquent.

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HUD/FHA Security  
Instrument Rider

This Rider made this 8TH day of MARCH 19 91 , modifies and amends that certain Security Instrument of even date herewith between WILSON LOIS CLAY, A WIDOWER (AND) ALEXANDER WILSON, DIVORCED AND NOT SINCE REMARRIED. (Borrowers), as (Trustee), II applicable, and NORWEST MORTGAGE, INC. as (Beneficiary), or (Lender) as follows:

The following paragraph is in substitution and in lieu of paragraph 9(b) of the Security Instrument:

**9(b) Sale Without Credit Approval.**

Lender, if all, 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 sold or 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.

Except as modified herein the Security Instrument referenced above is and shall remain in full force and effect.

\_\_\_\_\_  
Borrower LOIS CLAY

\_\_\_\_\_  
Borrower ALEXANDER WILSON

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

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