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1991 APR 17 PM 12:25
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3957356
1/16/73/54
REPUBLICATE

BOX 238
LOAN #7592

Submitted by									
Address									
Printed									
For or certif. to									
Act. 55									
Debtors duplicate Trust									
Dated to									
File No.									
Notified									

G.I.T./GONZALEZ
GREATER ILLINOIS
TITLE COMPANY
BOX 116
496804

FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131:6278745-703

This Mortgage ("Security Instrument") is given on **APRIL 16**, 19 91.
The Mortgagor is **JESSIE F. BARGINEAR JR., DIVORCED AND NOT SINCE REMARRIED**

whose address is **2022 WEST 52ND PLACE, CHICAGO, ILLINOIS 60609**

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

JAMES F. MESSINGER & CO., INC.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**
address is **5161-67 WEST 111TH STREET, NORTH, ILLINOIS 60482**

, and whose

(("Lender")). Borrower owes Lender the principal sum of
FORTY THREE THOUSAND, FIVE HUNDRED FIFTY AND NO/100-----

Dollars (U.S. \$ **43,550.00**).
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 **MAY 1, 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 9 IN RUDOLPH VACEK'S SUBDIVISION OF LOTS 13 AND 16 (EXCEPT THE WEST 154 FEET THEREOF) OF IGLEHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO: **20-07-308-076**

which has the address of **2022 WEST 52ND PLACE**
[Street]
Illinois 60609 **CHICAGO**
[Zip Code] [City]

("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.

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5161-67 W. MESSINGER & CO., INC.	5161-67 W. MESSINGER & CO., INC.
Beth Munson	Beth Munson
"OFFICIAL SEAL"	"OFFICIAL SEAL"
WORTH, ILLINOIS 60482	WORTH, ILLINOIS 60482

LORDETA SUPANIC
(Name)

This instrument was prepared by:

Noisy Public

1991

JETRY day of APRIL

Given under my hand and official seal, this

My Commission expires:

signed and delivered the said instrument as THIS day and voluntary etc, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s) is

do hereby certify that JESSIE E. BARGINER JR., DIVORCED AND NOT SINCE REMARRIED

a Notary Public in and for said county and state,

1. THE UNDERSIGNED

COOK County Seal

STATE OF ILLINOIS,

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witness:

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.

- Condominium Rider Adjustable Rate Rider Growing Equity Rider
 Planned Unit Development Rider Graduated Payment Rider Other

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

19. Waiver of Foreclosure. Borrower waives all rights of foreclosure excepted 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. Precedente Proceedings. If Lender by judicial proceeding, and any remedies provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of title evidence, terminates the security interest in this instrument, Lender may foreclose this Security Instrument without charge

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

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9. Grounds for Acceleration of Lender.

(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 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 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 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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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 shall pay when due the 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 charge, an installment of each monthly payment, together with insurance required or to be levied against the Note, and (c) a refundable deposit of the annual amount of the annual plus an amount sufficient to pay the total of the estimated payments over one-half of the estimated amount of the full annual amount for each item held by the Note due date of such taxes, exceed by more than one-half the estimated payment required to pay such items when due, and if payment on the Note are due, then Lender shall hold the sum deposited by Borrower, at the option of Borrower, 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 of the item becomes due.
- If at any time the total of the payments held by Lender exceeds the amount collected in trust to pay the item when due, then Lender shall hold the sum deposited by the Note due date of such taxes, exceed by more than one-half the estimated payment required to pay such items when due, and if payment on the Note are due, then Lender shall hold the sum deposited by Borrower, at the option of Borrower, 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 of the item becomes due.
- As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments issued by the Secretary are issued under programs which did not require advance payment of the entire mortgage insurance premium. If this Security Instrument is one of was issued under such programs which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an additional amount of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly advance payment instead of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (iii) a monthly advance payment instead of the entire mortgage insurance premium to be paid by Lender to the Secretary, for all amounts accrued by this Security Instrument, before the date of the item becomes due.
3. Application of Payments. 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 as follows:
- If the monthly mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Security Instrument was paid; unless Borrower paid the entire monthly charge by the Security Instrument when this instrument was issued.
- SECOND, to any taxes, special assessments, insurance premiums and other expenses of the instrument as required;
- THIRD, to interest due under the Note;
- FOURTH, to late charges due under the Note;
- FIFTH, to late amortization of the principal of the Note;
6. Costs to Borrower and Maintenance of the Property. Lender shall pay all government or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay those obligations on time directly to the entity which is owed the payment. If failure to pay would affect Lender's rights in the property, including payment of taxes which is owed the property to the entity holding title to the property, the Lender may take reasonable action to protect and preserve such property as vacant or abandoned property. If the loan is in default, Lender may take reasonable action to protect and preserve such property if the Lender is not entitled to do so under law.
- Substantially change the property or allow the property to deteriorate, reasonably foreseeable wear and tear except for damage or depreciation resulting from normal use or ordinary maintenance, unless the Lender, at its option, elects (a) to the reduction of the principal of the Note by an amount equal to the difference between the principal of the Note and the amount of the principal of the Note at the time of the original issuance of the Note, or (b) to the restoration of the principal of the Note to the amount of the principal of the Note at the time of the original issuance of the Note, less the amount of any reasonable expense incurred by the Lender in making the repair or replacement.
- In the event of loss, Borrower shall give Lender notice by mail, Lender may make prompt proof of loss if not made promptly by Borrower. Each insurance company concerned by the Lender may make prompt proof of loss to the Lender.
- In the event of damage or destruction of the property, Lender shall pay all reasonable costs in force shall pass to the purchaser.
7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in consequence of any condemnation, nation or other taking of any part of the property, or for conversion of the property, or for condemnation, in connection with any connection with any condemned area, shall be disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this security instrument.
8. Fees. Lender may collect fees and charges authorized by the Secretary.
- Paragraph 2, or change the amount of such payment shall be paid to the entity legally entitled to receive it. Any excess payment shall not exceed the due date of the note of which are received by Lender under the instrument of payment. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to Lender, then to the holder of the Note and this Security Instrument, and finally to the entity legally entitled to receive it.