UNOFFICIAL COMPOST 03 001 Page 1 of

AFZER RECORDING MAIL TO: LaSalle Home Mortgage Corporation 1350 E. Touhy Ave. Suite 160W Des Plaines, IL 60018

Cook County Recorder

1998-12-29 11:37:32

Prepared by: Gloria McDonough

State of Illinois

OTIC 7775700 CANDRAGLD

LOAN NO. 0005932424

MORTGAGE

FHA Case No.

1319595529 703

THIS MORTGAGE ("Security Instrument") is given an The Mortgagoris Bertha Melecio, XXX marrie ( XXXXXXXXX and Oscar Orozco, X married TO **ABKSON** TO ROBERTO MELECIO\*

December 11, 1998 ROSAL TORRES\*

\*EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS Clary's Offic

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

organized and existing under the laws of whose address is

which is

("Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Nine Thousand Seven Hundred Dollars and Zero Cents

Dollars (U.S. \$ 169,700.00

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 January 1, 2029 . 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

FHA illinois Mortgage - 4/96 ELF-4R(IL) (9804)

Page 1 of 8 ELECTRONIC LASER FORMS, INC. - (800) 327-0545

**BOX 333-CTI** 

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ELF-4R(1L) (9604)

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

and interest on, the debt evidenced by the Mote and late charges due under the Mote. 1. Payment of Principal, Interest and Late Charge. Borrower shall pay wher due the principal of, UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

broperty.

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real THIS SECURITY INSTRUMENT combines uniform covenants or national use and non-uniform

claims and demands, subject to any encumbrances of record.

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

the "Property."

appurtenances and 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

TOCETHER WITH all the improvements now or rereafter erected on the property, and all easements,

[Zip Code] ("Property Address");

22909

SIOUIII

[Street, City],

Chicago

which has the address of 4613 S Sawyer Ave,

TAX NUMBER: 19-02-430-005-0000

MERIDIAL IN COOK COUNTY, ILLINOIS.

SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MCCAFFERY AND MURPHY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF

FOT 38 AND THE SOUTH 1/2 OF LOT 39 IN BOWLES SUBDIVISION OF LOT 9 IN

County, Illinois:

COOK

Lender the following described property located in Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security

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

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 is 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.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment 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 Sorrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly

charge by the Secretary instead of the moral ny mortgage insurance premium;

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extending quired by the Secretary. All insurance shall be carried with companies 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.

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 Londer jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the recluction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment 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 of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance 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.

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.

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the lien or take one of more of the actions set forth above within 10 days of the giving of notice. over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy over this Security Instrument, Lender may give Borrower a notice identifying the niving of notice. the noner on the nen an aurenment satisfactory to Lenger subordinating the nen or the new placific may attain priority is subject to a lien which may attain priority is subject to a lien which may attain priority is subject to a lien which may attain priority in the property is subject to a lien and the new shall satisfy the new formation and the new shall satisfy the new formation and the new shall satisfy the new formation and the new security or their sin to membronous and may be subtracted to the light of the light of the light of the subordinating security of Lender subordinating the membrane of the holder of the man attain and the holder of the man attain and the membrane of the m Secures of the lien of the lien of the enforcement of the lien; of the lien of the lien; of the lien o to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal to become on the morning to the lien of the lien or (c) secures. BESTILL MERITAINE TO VINDER SILL 19VO VINDING SENT FORMY OF THE SUBMINER VINDING HER 19VO VINDING SENT FORMY OF THE PROPERTY O Beament, at the note rate, and at the option of Lender, shall be ininieclately due and payable and strument unless briotity over this Security in a the note rate, and at the option as priority over this Security discharge any lien which has priority over this Security discharge and lien in a manner acceptable Borrower shall prompt a transmit of the obligation secured by the lien in a manner acceptable an mon read man security manument. They amount shall be immediately due and payable. Substitution of Lender, shall be immediately due and at the option of Lender, shall be noted the Lender and the option of Lender bas principly over this security the the payable. And at the option which has principly over this security the immerial between the control of the contr

Hand and ourse remains memorial in paragraph shall become an additional debt of Borrower Any amounts disbursed by Lender under this paragraph shall bear interest from the date of Any amounts disbursed by this Security instrument. These amounts shall be immediately due and payable. The disbursed by this Security instrument. These amounts shall be immediately due and at the option of Lender, shall be immediately due and at the option of Lender, shall be immediately due and payable. insurance and other items mentioned in paragraph 2.

concentration of the Property and Lender's rights in the Property, including payment of taxes, hazard protect the value of the Property and Lender's rights in the Property and Instantanh of taxes, hazard any orner coveriants and agreements contained in this Property (such as a proceeding in bankruptcy, for that may do any pay whatever is necessary to that may do any pay whatever is necessary to that may do any pay whatever is necessary to that may do any pay whatever is necessary to the may do any pay whatever is necessary to that may do any pay whatever is necessary to the may do any pay whatever is necessary to the property including payment of taxes, hazard condemnation of the property including payment of taxes. any other coverants and agreements or one payments required by paragraph 2, or rais a legal proceeding in this Security Instrument, or there is a legal proceeding in the Coverants and agreements contained in the Property (such as a proceeding in bankruptoy, for their coverants and agreements in the Property (such as a proceeding in bankruptoy, for months evicently uses payments of the payments required by paragraph 2, or fails to perform the payments required by paragraphs, or there is a legal proceeding the Borrower fails to make these payments or this security instrument, or there is a legal proceeding. Lender receipts evidencing these payments.

and pay these unigations on the Property, upon Lender's request Borrower shall promptly furnish to adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to adversely affect Lender's interest navments. bluow yaq of sullist it. Thempas and monuscrime and the payment. If failure to pay would not be payment. If failure to pay would and the payment and the failure to the control of the payment of the pay and the year of any of the state of the stat 7. Charges to Borrower and Protection of Lender's first and included in parameter and Protection of Lender's first and included in parameter and included in the Property. Borrower and included in the Property. otereto finali be paid to the entity legally entitled thereto

Security when are remained to pay all outstands in indebtedness under the Note and this Security paragraph is security indebtedness under the Note and this Security process. uniquent amount of the monthly excess of the monthly excess which are referred to in paragraph 2, change the amount of such payments. Any excess application which are referred to in paragraph 2, c. change the amount of such payments. Any excess under the Note and this Security payments, which are referred to in paragraph 2, c. change the amount of such payments. Any excess under the Note and this Security payments, which are referred to pay all outstanding indebtedness under the Note and this Security payments. With the notation of the order of the state of the state of propagation of principal. Any said then to prepayment of principal, Any principal, Any principal, and then to prepayment of the order provides of the state that to the reduction of the indebtedness under the Note and than to menantaring instrument, first to any part to any security instrument, first to any processor to the reduction of the indebtedness under the near than the reduction of the remainer of an arrangement of the relations o or no me min annount of the such and the security instrument. Lender shall apply such yor such that the such and this Security instrument, the notion of the such and the sample shall instrument first to any and the sample shall be the title of the such and the sample shall be the such and the sample shall be such and shall be such and shall be such as the sample shall be such as the sa connection with any concentration of the paid to Lender to the extent of the full amount of the hereby assigned and strain the paid to Lender to the extent of the full amount of the hereby assigned and strain and this Security Instrument. Lender shall apply such to condemnation, are trained in the prior that are the such and the 6. Condemnation. The proceeds of any award of claim for damages, direct of consequential, in connection with any condemnation of any award of any part of the property, or for conveyance in place of condemnation. The proceeds of any award of any part of the extent of the full amount of the of condemnation.

Jeasehold and fee title shall not be provided unlessed in portower addings the merger in writing. Borrower a socouparity or me majority as a principal residence, if the metalities fee title to the Property, the Bostower acquires fee title to the Property, the Borrower acquires fee title to the Property, the Borrower acquires fee title shall not be metalized unless Lender acrees to the metaliting. Bottower's occupancy of the Property as a principal residence, if this Security instrument is on a leasehold, Bottower acquires tee title to the Property as a principal residence, if this Security instrument of the Property as a principal residence. If Bottower acquires tee title to the property the Bottower acquires tee title to the property. The Property is a second of the property the property of the property of the property of the property and property the property of t In the first material and material with the transfer of the limited to, representations concerning in a limited to, representations concerning that not limited to, representations of the Note, including, but not limited to, representation with the loan evidenced by the Note, including, but not this security instrument is on a leasehold connection with the parameters and a security instrument is on a lease hold. in also years materially layer incurrently the norm application process, gave material information) in (normation) and material information) the normal provide Lender with any material informations concerning the normal informations concerning the normal informations concerning the normal informations concerning the normal informations and add and the hand state and add and the normal informations. Holder Sandane to materially false or not be lost specified in the lost such that the lost specified of not seemed the lost specified of not seemed the lost specified of the lost specified of the lost seement of the lost of seement of the lost se and real proposed in a present me troperty in the troperty is vacant or abandoned Property. The teach vacant or abandoned Property is used by the teach vacant or abandoned Property in the teach vacant or abandoned property. The first or any materially false or any materially false or any appropriate the first of the first or any material or any and the first or any appropriate or any approp wear is a source of substantially change the Property is vacant or abandoned or the loan is in slower. Ascant or abandoned or the loan is in shandoned or the loan is in shandoned or the loan is in shandoned or the loan is a spanning in the property if the Property is vacant or a shandoned property in the property is a spanning or a shandoned property in the property in the property is a spanning in the property in the property in the property is a spanning or a spanning in the property in to asses ariming the resonance of the property of allower arisin to reconstructions of the property to deteriorate, reasonable wear and an analytic handward is unanative to substantially change the Property of allow is unanative to substantially change the property is unanative to substantially the property if the property is unanative to the property of the prope at least one year arier in a date or occupancy, unless Lender determines that requirement will cause undus as the personal Borrower's control. Borrower, or unless extenuating circumstances, Borrower shall not commit waste or hardship for Borrower, or unless extenuating circumstances. Borrower shall not commit waste or hardship for Borrower shall not commit waste or sometimes of any extenuating circumstances. Borrower shall not commit waste or sometimes of any extenuating circumstances. It is a sometimes or substantially change the Property to deteriorate, reasonable wear destroy, damage or substantially change the Property or allow the Property to deteriorate. to transfer in the transfer of the date of occupancy, unless Lender determines that requirement will cause undust the date of occupancy, unless Lender determines that requirement will cause undust the date of occupancy, unless avier which are having the date of occupancy, unless avier which are having the date of occupancy, unless avier which are having the date of occupancy. testdence within sixty days after the execution of this security instrument (or within sixty days of a later for formula for property as Borrower's principal residence for socious the property as Borrower's principal residence in this fact that the property as a shall continue to occupy the property as Borrower's principal residence in the property as a shall call the property and the property as a shall call the property of t se une rropeny as borrower share occupy, establish, and use the rropeny as borrower s participal and use the rropent of a later sale sale to within sixty days of a later sale to step this remaining the execution of this security instruments as from a site the execution of the property as from an analysis of the property as the property as the continue to the conti Application; Leasen varion, manneriance and recurity and use the Property as Borrower's principal Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal processes and a later sale as later sale. Borrower shall occupy, establish, and use the Property as Borrower's principal and use the property as Borrower's principal and use the property as a later sale. 5. Occupancy, Preservation, Maintenance and Protection of the Property, Borrower's principal and tree the Property, Preservation, Maintenance and Protection of the Property, Borrower's principal occupancy. PSPSEE2000 .ON NAOJ

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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
  - (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 (including Section 341(d) of the Gurn-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 Instrumer, 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 excupied 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.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such rayments, 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 coes not authorize acceleration or foreclosure if not

permitted by regulations of the Secretary.

- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National lousing Act within 60 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 60 days from the date hereof, declining to insure this Security instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the to eqoing, 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.
- 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 Scounty 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

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relate to health, safety or environmental protection.

"Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16,

flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or remedial actions in accordance with Environmental Law.

Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary or is notified by any governmental or regulatory authority, that any removal or other remediation of any

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 Lourower learns, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other

of the Property. Substances that are generally recognized to be appropriate to normal residential (15.7s and to maintenance sentences shall not apply to the presence, use, or storage on the Property of sinstifies of Hazardous else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two or release of any Hazardous Substances on or in the Property Borrower shall not do, nor allow anyone

16. Hazardous Substances. Borrower shall not cause or permit his presence, use, disposal, storage,

instrument.

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

end the provisions of this Security Instrument and the Note are declared to be severable.

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

be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by

or the Note without that Borrower's consent. extend, modify, forbear comake any accommodations with regard to the terms of this Security Instrument secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to Property under 14th Carms of this Security Instrument; (b) is not personally obligated to pay the sums co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is

Borrower, subject to the provisions of paragraph 9(b), Borrower's covenants and agreements shall be joint agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and or preclude the exercise of any right or remedy. successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums

Borrower's successor in interest. Lender shall not be required to commence proceedings against any

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

17. 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 trusted 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 17.

Lender shall not be required a 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.

18. 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 18, including, but

not limited to, reasonable attorneys' fees and costs of (tile evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclesure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

- 19. 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.
  - 20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 21. Riders to this Security Instrument. If one or more riders are executed by Borrowel and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].		
Condominium Rider	Growing Equity Rider	Other [specify]
Planned Unit Development Rider	Graduated Payment Rider	
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"OFFICIAL SEAL"

PAUL A. LANDEFELD

My Commission Expires 12/04/2001

Motary Public

My Commission Expires:

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, as the interest and voluntary act, for the uses and purposes therein set forth instrument as the interest and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this lith asy of December, 1998.

(Seal)  -Borrower (Seal)	
Geal)  -Borrower  (Seal)  -Borrower  -Borrower  (Seal)  -Borrower  (Seal)  -Borrower  (Seal)  -Borrower  (Seal)  -Borrower  (Seal)  -Borrower  (Seal)  -Borrower  -Borr	
(Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)	
(Seal)  -Borrower	
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(Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)	
(Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)	
(Seal)  -Borrower	
-Borrower ROBERTO MELECIO, SIGNING ANY AN (Seal) -Borrower ROBERTO MELECIO, SIGNING ANY AN (Seal)	
-Bollower ROBERTO MELECIO, SIGNING SOLARIQUE (Seal)  OSCAY OYOZCO  -Bollower	
OSCAY OYOZCO B-BOITOWET	
OSCAY OYOZCO B -Borrower	
	<del></del>
	)
Bertha Melecio	
(Seel) willer (Seel)	

:səssəntiW

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.

LOAN NO. 0005932424