## UNOFFICIAL

State of Illinois

**MORTGAGE** 

FHA Case No.

1316160635703

60403163

THIS MORTGAGE ("Security Instrument") is made on

October 25th. 1990

The Mortgagor is

NANCY ACEVEDO. SPINSTER AND YOLANDA ACEVEDO, SPINSTER

EVELYN ACEVEDO, SPINSTER AND LINDA ROSA, SPINSTER

whose address is

N KEDVALE 1724

CHICAGO, IL 60639

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

MARGARETTEN & COMPANY, INC.

which is organized and existing under the laws of

the State of New Jersey

Ine Ronson Road, Iselin, New Jersey, 08830

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

Ninety Thousand, Three Hundred Six and 00/100

90,376.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which pordes for monthly payments, with the full debt, if not paid earlier, due and payable on

November 1st, 2029 x. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all ren(we is, 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 Instrumer tand the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property beated in

COOK

County, Illinois:

LOT 6 IN THE SUBDIVISION OF LOTS 30 TO 40 INCLUSIVE, IN BLOCK 21 IN GARFIELD IN THE SOUTHERS' 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE 1/1/RD PRINCIPAL MERIDIAN, IN County Clark COOK COUNTY, ILLINOIS PIN# 13-34-419-036-0000

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CODE COUNTY RECORDER

which has the address of

N KEDVALE

CHICAGO, IL 60639

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.

ILLINOIS FHA MORTGAGE MAR-1201 Page 1 of 4 (Rev. 3/90) Replaces MAR-1201 Page 1 of 4 (Rev. 11/89)

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

reasonable attorneys' fees and costs of title evidence. Security Instrument by judicial proceeding and any other remedies provided in this Paragraph 18, including, but not limited to, 18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this

without charge to Borrower. Borrower shall pay any recordation costs. 19. Melease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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

agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. Instrument, the coverants of each such rider shall be incorporated into and shall amend and supplement the covenants and Riders to this Security instrument. If one or more riders are excuted by Borrower and recorded together with this Security

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

COUNTY SE

STATE OF ILLINOIS,

My Commission expires:

NAMEY ACEVEOR, SPINSTER AND YOLANDA ACEVEOR, SPINSTER I, the undersigned, a Notary Public in and for said county and state do hereby certify that

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing his rument, appeared before me EVELYN ACEVEDO, SPINSTER AND LINDA ROSA, SPINSTER

voluntary act, for the uses and purposes therein set forth. this day in person, and acknowledged that (he, she, they) signed and delivered the said instrument or (his, her, their) free and

My Commission Expires 10/2/93 Notary Public

PALATINE 625 NORTH CT.

> Motary Public, State of Illinois Gall Maher

Given under my hand and official seal this

"OFFICIAL SEAL"

This Instrument was prepared by:

MARGARETTEN & COMPANY, INC. OT JIAM

Page

COURT, 3RD FLOOR 625 NORT Filed for Record in the Recorder's Office of DOC' NO'

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MARGARETTEN & COMPANY INC

County, Illinois, on the

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m., and duly recorded in Book

UNOFFICIAL COPY

Each monthly installment for i ens (1) (b) and (c) shall equal to be velic the of the angular ground is reasonably estimated by Lender, plus an amount sufficient to main an an unadiditional balar coofinitional than ones the distincted amounts. 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 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 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, at the option of 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.

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

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. 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 item (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 is swance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special asse arrients, 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 principe! c. the Note;

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, casual ies 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 rected, against loss by floods to the extent required 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 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 his rument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the resteration 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.

- 5. Preservation and Maintenance of the Property; Leaseholds. Borrower shall not commit the enteror destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to olotect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provision's of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agree. to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all go enumental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. 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.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and ag exments contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may 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.

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.

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

when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary. thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender the Secretary dated subsequent to sixty (60) days from the date hereof, declining to insure this Security Instrument and the Note secured 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of National Housing Act within sixty (60) days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 17. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the

when the debt secured by the Security Instrument is paid in full.

not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of tents of the Property shall terminate Bottower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to from exercising its rights under this Paragraph 16.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender written demand to the tenant.

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

and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for add tio. A security only. in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower's breach of agreement or agreement Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tender of the Property to pay 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the ren's and revenues of the Property.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Institution.

provision. To this end the provisions of this Security Instrument and the Note are declared to its severable. law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting which the Property is located. In the event that any provision or clause of this Security Instrument or the Mote conflicts with applicable 14. Coverning Law; Severability. This Security instrument shall be governed by Frieral law and the law of the jurisdiction in

been given to Borrower or Lender when given as provided in this Paragraph. or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein first class mail unless applicable law requires use of another method. The tool is shall be directed to the Property Address or any other 13. Notices. Any notice to Borrower provided for in this Security Jarrament shall be given by delivering it or by mailing it by

this Security Instrument or the Note without that Borrower's cense d. that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees the Note: (a) is co-signing this Security Instrument only to medicage, grant and convey that Borrower's Interest in the Property under Borrower's covenants and agreements shall be joint and several Any Borrower who co-signs this Security Instrument but does not execute Instrument shall bind and benefit the successors and staigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). 12. Successors and Assigns Bound; Joint and Servin Liability; Co-Signers. The covenants and agreements of this Security

in exercising any right or remedy shall not be a raiver of or preclude the exercise of any right or remedy. Instrument by reason of any demand made on the original Borrower's successors in interest. Any forbearance by Lender any successor in interest or refuse to extend the for payment or otherwise modify amortization of the sums secured by this Security the liability of the original Borrower or Borro ver's successor in interest. Lender shall not be required to commence proceedings against of the sums secured by this Security in Arrament granted by Lender to any successor in interest of Borrower shall not operate to release 11. Borrower not Released; Forbes Pace by Lender not a Waiver. Extension of the time of payment or modification of amortization

on different grounds in the future, profiti) reinstatement will adversely affect the priority of the lien created by this Security Instrument. within two years immediately or ceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure Lender is not required to be mit printatement it; (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, customary attorneys' resente properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security current including, in the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and instituted. To reir sea e the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are 10. Relatestensent. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's

authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

case of payment defaults to require immediate payment in full and forcelose if not paid. This Security Instrument does not (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the require such payments, Lender does not waive its rights with respect to subsequent events.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not of the Secretary.

or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements (ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser

(i) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and require immediate payment in full of all the sums secured by this Security Instrument if:

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, Instrument.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security due date of the next monthly payment, or

(i) Borrower defaults by failing to pay in full any monthly payment required by tilis Security Instrument prior to or on the immediate payment in full of all sums secured by this Security Instrument if:

(a) Default. Lender may, except as limited by regulations issued by the Secretarytes the case of payment defaults, require immediate navonation for the Secretary of the Secreta 9. Grounds for Acceleration of Debt.

Fees. Lender may collect fees and charges authorized by the Secretary.