

90053208

(Space Above This Line For Recording Data)

State of Illinois
270485-4

MORTGAGE

FHA Case No.
131:3893502-703B

Sao Sh 51210291L

THIS MORTGAGE ("Security Instrument") is made on **JANUARY 12**, 19 **90**.
The Mortgagor is **ABEL GUTIERREZ AND MARIA D. GUTIERREZ, HUSBAND AND WIFE AND AURELIO FUENTES, MARRIED TO OFELIA FUENTES****

whose address is **4511 SOUTH HONORE CHICAGO, ILLINOIS 60609** ("Borrower"). This Security Instrument is given to

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634** ("Lender"). Borrower owes Lender the principal sum of

FORTY SIX THOUSAND FOUR HUNDRED FIFTY AND NO/100 Dollars (U.S. \$ 46,450.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **FEBRUARY 1, 2020**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

Lot 104 in Resubdivision of Blocks 5 and 6 in Ward's Subdivision of Lots 1, 4 and 5 in Stone and Whitney's Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

90053208

DEPT-01 RECORDING \$16.25
14444 TRAN 2779 02/01/90 10:17:00
#2108 # D *-90-053208
COOK COUNTY RECORDER

****OFELIA FUENTES IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.
20-06-413-011**

which has the address of **4511 SOUTH HONORE, CHICAGO** (Street, City), Illinois **60609** (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.

1600
G/M

UNOFFICIAL COPY

RECORD AND RETURN TO:
5501 SOUTH KEDZIE AVENUE
CHICAGO, ILLINOIS 60629



LAURIE GRON
4242 NORTH HARLEM
NORRIDGE, ILLINOIS 60634

This instrument was prepared by:

My Commission expires:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that ABEL GUTIERREZ and MARIA D. GUTIERREZ, HUSBAND AND WIFE AND AURELIO FUENTES, MARRIED TO OFELIA FUENTES, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY ARE free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 12TH day of JANUARY, 19 90.

STATE OF ILLINOIS, Cook County ss: _____
the undersigned _____
ABEL GUTIERREZ and MARIA D. GUTIERREZ, HUSBAND AND WIFE AND AURELIO FUENTES, MARRIED TO OFELIA FUENTES

WITNESSES: _____
ABEL GUTIERREZ (Seal) _____
MARIA D. GUTIERREZ / HIS WIFE (Seal) _____
AURELIO FUENTES MARRIED TO OFELIA FUENTES (Seal) _____
OFELIA FUENTES (Seal) _____
Page 4 of 4

**OFELIA FUENTES IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAITING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

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.

- 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 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 in a part of this Security Instrument. (Check applicable box(es))

20. ACCELERATION. BORROWER AGREES THAT SHOULD THIS SECURITY INSTRUMENT AND THE NOTE SECURED THEREBY NOT BE ELIGIBLE FOR INSURANCE UNDER THE NATIONAL HOUSING ACT WITHIN 45 DAYS FROM THE DATE HEREOF, LENDER MAY, AT ITS OPTION AND NOTWITHSTANDING ANYTHING IN PARAGRAPH 9, 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 45 DAYS FROM THE DATE HEREOF, DECLINING TO INSURE THIS SECURITY INSTRUMENT AND THE NOTE SECURED THEREBY, SHALL BE DEEMED CONCLUSIVE PROOF OF SUCH INELIGIBILITY. NOTWITHSTANDING THE FOREGOING, THIS OPTION MAY NOT BE EXERCISED BY LENDER WHEN THE UNAVAILABILITY OF INSURANCE IS SOLELY DUE TO LENDER'S FAILURE TO REMIT A MORTGAGE INSURANCE PREMIUM TO THE SECRETARY.

- 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
 - 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

80285006

UNOFFICIAL COPY

93050208

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated 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 repays 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 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 monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, household 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;

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 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 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.

5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or 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 protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental 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 agreements 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.

UNOFFICIAL COPY
FHA ASSUMPTION POLICY RIDER

9 0 0 5 7 2 0 8

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this **12TH** day of **JANUARY**, 19**90**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS** (the "Mortgagee") and covering the property described in the Instrument and located at:

4511 SOUTH HONORE, CHICAGO, ILLINOIS 60609

(Property Address)

AMENDED COVENANT #9 (b), in addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

LENDER SHALL if permitted by applicable law, and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument, if:

- (i) All or part of the Property is otherwise transferred (Other than by devise or descent) by the borrower, and
- (ii) The Property is not occupied by the purchaser, or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

Abel Gutierrez (Seal)
ABEL GUTIERREZ Mortgagor

Maria D. Gutierrez (Seal)
MARIA D. GUTIERREZ Mortgagor

Aurelio Fuentes (Seal)
AURELIO FUENTES Mortgagor

..... (Seal)
..... Mortgagor

..... (Space below this line for acknowledgement)

80653208