

UNOFFICIAL COPY

9 1 2 7 9 7 5 4

90270754

MAY 31 1990
14444 S. HARRISON AVENUE POSEN, ILL. 60469
#8302 M D # - 90 - 270754
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

PLA Case No.

131:6090399/703

THIS MORTGAGE ("Security Instrument") is made on MAY 31, 19 90
The Mortgagor is JOSE L. CAMERENA AND CANDY CAMERENA, HIS WIFE

whose address is 14441 S. HARRISON AVENUE, POSEN, ILLINOIS 60469 ("Borrower"). This Security Instrument is given to PARAGON MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 2401 LAKE PARK DRIVE, SMYRNA, GEORGIA 30080 ("Lender"). Borrower owes Lender the principal sum of FIFTY SEVEN THOUSAND TWO HUNDRED AND NO/100

Dollars (U.S. \$ 57,200.00). 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 JUNE 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:

LOTS 18 TO 22 BOTH INCLUSIVE IN BLOCK 10 IN SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, NORTH OF THE LOTAN BOUNDARY LINE AND NORTH OF THE SOUTH 15.56 CHAINS IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 28-12-209-018 VOLUME 028 (AFFECTS LOT 18)
28-12-209-019 VOLUME 028 (AFFECTS LOT 19)
28-12-209-020 VOLUME 028 (AFFECTS LOT 20)
28-12-209-021 VOLUME 028 (AFFECTS LOT 21)
28-12-209-022 VOLUME 028 (AFFECTS LOT 22)

90270754

1600
HAR

which has the address of 14441 S. HARRISON AVENUE POSEN (Street, City), Illinois 60469 (ZIP Code), ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all emements, 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.

LTA- L-205453-C2

90270754

7. Liquidation. 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 to the lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall have a first priority lien on 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 to the lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument, first to any debt secured by a mortgage or deed of trust, and then to prepayment of principal.

Any amounts advanced 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.

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 law 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.

5. Preservation and Maintenance of the Property, Easements, Encroachments, Reasonable Wear and Tear Excepted. Lender may inspect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Lender 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.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, which now in existence or subsequently erected, against any hazards, accidents, perils, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amount 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 consents 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.

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

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;

First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

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;

First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

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;

First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

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;

First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

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;

First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

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;

First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

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;

First, to the mortgage interest premium to be paid by Lender to the Secretary or to the monthly mortgage insurance premium when this Security Instrument was signed; 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;

502025

UNOFFICIAL COPY

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower,

(ii) The sale or other transfer is pursuant to a contract of sale (or by deed, if there is no contract of sale) executed no later than 12 months (24 months if the Property is not the principal or secondary residence of the Borrower) after the date on which this Security Instrument is executed, and

(iii) The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of 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 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 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 mortgagor, 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.

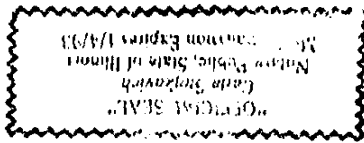
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate 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.

90270754

UNOFFICIAL COPY

LIBERTYVILLE, ILLINOIS 60068
1580 S. MILWAUKEE AVENUE, SUITE 102
FARGON MORTGAGE CORPORATION

SUZANNE NEUBERG
This instrument was prepared by:



My Commission expires:

Notary Public
I, personally known to me to be the same person(s) whose name(s) appeared to the foregoing instrument, appeared before me this day in person, and acknowledged that I had and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, given under my hand and official seal, this 15th day of May, 1990.

Jose L. Camarena and Candy Camarena

that I, the undersigned, a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS, Cook

County ss:

Page 4 of 4

Borrower (Seal)

Borrower (Seal)

Borrower (Seal) CANDY CAMARENA

Borrower (Seal) JOSE L. CAMARENA

Witnesses:

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.

- Conditional Rate Rider
- Adjustable Rate Rider
- Graduated Payment Rider
- Crowding Equity Rider
- Other

Wider 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))

21. MORTGAGE IS SUBJECT TO HUD APPROVAL PRIOR TO RELEASE OF ANY PORTION OF SECURITY.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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 90 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 90 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 ineligibility of insurance is solely due to lender's failure to emit a mortgage insurance premium to the Secretary.

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 the evidence.

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.

NON-INFORM COVENANTS. Borrower and lender further covenant and agree as follows:

96270754

Property of Cook County Clerk's Office

MAIL TO

UNOFFICIAL COPY

FHA ASSUMPTION POLICY RIDER
9 0 2 7 0 7 5 4

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 31ST day of MAY, 1990, 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

PARAGON MORTGAGE CORPORATION
(the "Mortgagee") and covering the property described in the Instrument and located at:

14441 S. HARRISON AVENUE, POSEN, ILLINOIS 60469

(Property Address)

AMENDED COVENANT #9 (b), in addition to the covenants and agreements made in the Instrument, Mortgagor and Mortgagee 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 Secretary.

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

Jose L. Camerena (Soul)
JOSE L. CAMERENA Mortgagee

Candy Camerena (Soul)
CANDY CAMERENA Mortgagee

..... (Soul)
Mortgagee

..... (Soul)
Mortgagee

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

90270754