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AFTER RECORDING MAIL

CAROL: MESS FIREMAN'S FUND HORTGAGE C 4845 WEST 167TH STREET OAK FOREST, IL 60452



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LOAN NO. 713429-2

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STATE OF ILLINOIS

FHA MORTGAGE

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ক্ষান্ত ক্ষেত্ৰত কৰি কৰি কৰিছে। এই ক্ষান্ত ক্ষিত্ৰত ক্ষেত্ৰত ক্ষিত্ৰত ক্ষিত্ৰত ক্ষিত্ৰত ক্ষিত্ৰত ক্ষিত্ৰত ক্ষি বিশ্ববাহন

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and whose address is

a magafilm and a secretary high same in the contract the This Mortgage ("Security Instrument") is given on september 13, 1991. The Mortgagor is EVARISTO F AVANDEZ and MARIA V. FERNANDEZ, HIS WIFF

whose address is 61 COUNTRY CLUB DRIVE, NORTHLAKE, IL 60164 ("Borrower"). This Secural Instrument is given to FIREMAN'S FUNC FORTGAGE CORPORATION which is organized and existing under the laws of DELAWARE

The control of the principal sum of Seventy Eight Thousand Four Mundred (Lender). Borrower owes Lenge the principal sum of Seventy Eight Thousand Four Mundred and no/100

Dollars (U.S. \$ 78,420.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which are vices for monthly payments, with the full debt, if not paid earlier, due and payable on occober 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and rule renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph & to protect the security of this Security Instrument; and (c) the performance of (c) Borrower's covenants and agreements under (h): Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender in a following described property located in County, Illinois:

LOT THEEVE (12) IN BLOCK HINE (9) IN MINLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NUMBER THREE (C3), BEING (S)BOINTSTON OF PART OF THE SOUTH ONE HALF (1/2) OF SECTION THIRTY THO (32), TOWNSHIP FORTY (40) HORTH, RANGE TWELVE C125% EAST-OF THE THIRD PRINCIPAL NERTO AV. IN COOK COUNTY, TILETHOUST SEED

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60164 [Zip Code]

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

Art Ca Brondina.

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.

FHA ILLINOIS MORTGAGE FORM ISC/FMOTIL//0691/(2-91)-L

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Note and this Security instrument, first, any delinations as applied in the order provided in Reingraph 3, and the broadcast of principal or postpone the due send the postpone the due send to prepay the and at the option of Lender, shall be immediately due and peyable.

The option of Lender, shall be immediately due and payable.

The condemnation of the processe of any award of claim for damages, direct or consequential, in connection with any condemnation or other halling of any part of the filt amount of the independences that remains unpaid under the easigned and shall be paid to Lender to the extent of the filt amount of the indeptedness under the Note and this Security instrument. Lender shall apply such processes to the indeptedness under the Note and this Security instrument. Lender shall apply such processes to the indeptedness under the Note and this Security instrument. Lender shall apply such processes to the indeptedness under the Note and this Security instrument. Instrument the same amounts and the Security instrument that are a shall be paid to the order provided in Paragraph 3, and the Security instrument that are a shall be paid to the condemnation of the indepted in Paragraph 3, and ngriss in the Property including payment of lawer, hazard insurance and other tiems mentioned in Paragraph 2. Any amounts cleburated by Lender under this Paragraph shall become an additional debt of Borrower and be accome an additional debt of Borrower and be rate, and by this Security instrument. These amounts shall bear interest from the date of disburatingual, at the Note rate, ed by this Security Instrument The Charges to Borrower and Protection of Lander's Righter in the Property Borrower shall pay the singvent members to Borrower shall pay these colligations on time directly to the entity which is owed the payment. It is likely would adversely affect Lender's indeed the payments of the payments in the Property in the Prop e Cuendes to Bouomer suq Luciscotou of render's Rights in the Groberty Bouomer strest bay sai Covernments et of the incider in with the categories and the talking in with the categories and the talking in with the categories and the categori estations concerning Borrower's occupancy of the Property as a principal residence (16 this Security) interestability, the ins reworned blodessel s no Accupency, Preservation; Maintenance and Protection of the Property, discover a line and interest of Borrower in and to insurance policies in force shall pass to the purchaser. Leaseholds. Borrower a last occupy, establish, and use the Property as Borrower's, which sidence within addy days after the execution of this Security Instrument and shall continue to occupy the Property. As Borrower is the property instrument and shall continue to occupancy, unless the Secretary determine. This insquirement will cause under the execution of this Security Instrument and circumstances dust which are beyond do nower scortion Borrower and Indity Lenders of any earth of a commences. Borrower shall notify Lenders of any entered the Property is vacant or abandoned or the independence and the Property is vacant or abandoned or the its independence and the Property is vacant or abandoned or the its independence and the Property is vacant or abandoned or the its independence of the independence of the Property is vacant or abandoned or the its independence of the independence of the Indication in its independence of the indication in its indication of its indication in the indication of its indication of its indication in its indication indication in its indication in indebtedness, all right, title and inferest of Borrower in and to insurance policies in force shall pass to the purchaser. of the event of the Security instrument or other transfer to it is to the property that extingularies the The Note and this Security Instrument shall be paid to the entry legally entities. It sets outstanding indebtedness under some an anount rec. It to pay all outstanding indebtedness under some payments. Any excess insurance proceeds over an amount rec. It is not standard to the control of such that the control of such th (b) the restoration or repair of the damaged property. Any application the proceeds to the principal shall not extend or postoone the due date of the monthly payments which are restorated to he angraph 2 or change the amount o legioning to memy delinquent amounts applied in the order in the order of and then to prepayment or principal, or made promptly by Borrower. Each insurance company concerns 1 is hereby authorized and directed to imale psyment for such loss directly to Lender, at its option, either and of to directly to Lender, at its option, either (a) to the reduction of the independences under the Note and this Security with a part of the independences under the Note and this Security in the independence of th in the event of loss. Borrower shall give Lender kinns hat, notice by mail. Lender may make proof of loss if not of, and in a form acceptable to, Lende Borrower shall also insure all improvements on the Secretary, whether now in existence or subsequently erected, against loss by the anders required by the Secretary. A maurance shall be carried with companies approved by the sender. The insurance policies and any renewals shall it et aid by Lender and shall include loss payable clauses in favor Lender. The insurance policies and any renewals shall it et aid by Lender and shall include loss payable clauses in favor The Fire, Flood and Other Hezard Insurance. Borrower shall braue all improvements on the Property, whether now in existence or subsequently erected, against envy hazards casualties, and contingencies; including fire, for which Lender requires inclusions. This insurance shall be maintained in the amounts and for the periods that Lender requires. FEIH: to present the index me the late water in a first in the late index me the late index me index m instrumnce prendum is due to the Secretary, or it this Security instrument is held by the Secretary) each monthly charge shall be in an action to the Secretary, or it this Security instrument is borrower. 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Secretary or to the monthly charge by the Secretary instead of the monthly charge harmons. the full annual mortgage insurance premium with Lender one month prior to the date the full annual monthly charge the full annual monthly charge. the Secretary, or (if) a monthly charge instead of a mongage insurance premium fitths Security instrument is the decretary, or (if) a monthly charge instead of a monthale insurance premium shall be in an amount sufficient to accumulate estimated amount or payments required to pay sucriments when due, and ripsyments on the increasional site of the stream of the excess over one-stath of the estimated payments or credit the excess over one-stath of the estimated payments or credit the excess over one-stath of the estimated payments to subsequent payments by Borrower in Borrower, if the total of the payments made by Borrower for the management of the deficiency on or before the date the intermedence of the statistic secretary or or before the date the cornes due than the second or the second or this Security interment. 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(a) the time the total of the payments held by Lender for Reme (s), (b) and (c); together with the future monthly payments for such items payable to Lender prior to the dates of such items and known of payments required to pay such kems when due, and k payments on the house such item described and control of payments required to pay such kems when due, and k payments on the house one sold of anyments of credit the excess over one-sold of the stall of the st special assessments levied or to be levied against the processing crymers cranges an insecument of any lands and more consistent of any levied or to be levied against the property; and (c) premiums for insurance required by Panagraph 4. Property; and (c) premiums for insurance required by Panagraph 4. Property; and (c) premiums for insurance required by Panagraph 4. Property; and (c) premiums amount to flems (a), (b) and (c) and an account of the amount of the amount of the restalment for items and constraint or additional behavior more than one south of the estimated amounts. The first and constraint and (c) and (b) account and (c) premium and (c) property and (c) and the debt evidenced by the Note and late charges due under the Note.

2. Monthly, payments of Taxes, Incurance and Other Charges. Borrower shell include in each monthly payment.

3. Monthly, payments of Taxes, Incurance and Other Charges. Borrower shell include in each monthly payment.

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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 falling to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (i) All or part of the Property, 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) by the Borrower, and
 - (ii) The Property is not occupied 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 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.
- (e) Mortgage No. In pired. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurar ce 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 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 Infull because of Borrower's failure to pay an amount due voor 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 lessonable 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 not coder had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Leider 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 Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security incrument 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 fecurity Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any for lea ance 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-Sirpers. 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 reveral. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to me terms 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 or discreting it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall or 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 Renta. 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's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would

prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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Riders to this Security instrument. If one or more inder are executed by Borrower and recorded together with the Security instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement (Check applicable box(es)). 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 coats. 17. Forectosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and the remedies permitted by applicable law Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17. including but not linked to, reasonable attomeys' fees and costs of title evidence.

MONTHMEOUN COVENANTS, Borrower and Lander further coverient and agree as follows: