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RECORD AND RETURN TO:
IMBANQUE CAPITAL CORP.
200 EAST HIGGINS ROAD-SUITE 128
SCHAMBURG, ILLINOIS 60173



(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

FHA Case No.

131:6544767-729

866285/280

THIS MORTGAGE ("Security Instrument") is made on **NOVEMBER 19, 1991**
SALVADOR GALVEZ AND BERTHA GALVEZ, HUSBAND AND WIFE

The Mortgagor is

5309 WEST 25TH PLACE, CICERO, ILLINOIS 60650
Borrower's This Security Instrument is given to

DE 131:6544767-729 11/20/91 11/20/91
11/20/91 11/20/91 11/20/91 11/20/91
11/20/91 11/20/91 11/20/91 11/20/91
BOOK 866285/280 ORDER

IMBANQUE CAPITAL CORP.

which is organized and existing under the laws of **THE STATE OF NEW YORK**
addressed **ONE OLD COUNTRY ROAD
CAPRY PLACE, NEW YORK 11514**

and whose

Lender or Borrower owes Lender the principal sum of
NINETY FIVE THOUSAND TWENTY EIGHT AND 00/100

Dollars (U.S. \$ **95,028.00**)

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 **DECEMBER 1, 2021**

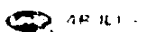
This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions, and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the
interests of the Security Instrument; and (c) the 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
interests in real property located in **COOK** County, Illinois:

**LOT 9 IN BLOCK 9 IN HAWTHORNE LAND AND IMPROVEMENT COMPANY'S ADDITION
TO MORTON PARK, BEING THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION
19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.**

10-28-130-017

which has the address of **5309 WEST 25TH PLACE, CICERO**
Illinois **60650** (Zip Code) (Property Address)

(Street, City)



www.illinois.gov

FHA Illinois Mortgage 291
DPS 1609

Handwritten signatures and initials.

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Fifth, to late charges due under the Note.

Fourth, to amortization of the principal of the Note.

Third, to interest due under the Note.

premiums, as required.

Second, to any taxes, special assessments, household payments of ground rents, and fire, flood and other hazard insurance instead of the monthly mortgage insurance premium.

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

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

(a) If the borrower lenders 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 disposition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

(b) If the borrower lenders 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 disposition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

(c) 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 Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), and (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.

(d) Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amount, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amount. 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.

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) household payments of ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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 charge due under the Note.

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.

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."

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7. **Condemnation** - The proceeds of any award or judgment in condemnation proceedings shall be paid to the party entitled to the same by the condemning authority. The proceeds of any award or judgment in condemnation proceedings shall be paid to the party entitled to the same by the condemning authority.

8. **Condemnation** - The proceeds of any award or judgment in condemnation proceedings shall be paid to the party entitled to the same by the condemning authority. The proceeds of any award or judgment in condemnation proceedings shall be paid to the party entitled to the same by the condemning authority.

9. **Changes to Borrower and Protection of Lender's Rights in the Property** - Borrower shall pay all governmental charges, taxes and assessments that are not included in paragraph 10. Borrower shall pay all governmental charges, taxes and assessments that are not included in paragraph 10.

10. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

11. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

12. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

13. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

14. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

15. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

16. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

17. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application** - Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section. Borrower shall occupy, preserve, maintain and protect the Property in accordance with the provisions of this section.

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 the Security Instrument shall be paid to the party legally entitled thereto.

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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 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, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all 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) **Regulation 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 Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 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 60 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 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.

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Handwritten initials and marks.

19. Waiver of Homestead. Borrower waives all right, claim and exemption in the property...

18. Release. Upon payment of all sums secured by this Security Instrument, Borrower shall pay...

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 8, 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 CONSENTS, RIGHTS AND OBLIGATIONS OF BORROWERS

16. Assignment of Rights. Borrower unconditionally assigns and conveys all the rights and obligations...

15. Borrower's Copy. Borrower shall be given a copy of this Security Instrument...

14. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of Illinois...

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and obligations of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower...

151:0544757

Name of Lender: Bank of America
Name and Current Address of Trustee: Bank of America, 100 North Dearborn Street, Chicago, IL 60610

Notarization
I, _____, County Clerk of Cook County, Illinois, do hereby certify that the foregoing instrument was duly recorded in the Public Record Office of Cook County, Illinois, on this _____ day of _____, 20____.

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20. 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 a part of this Security Instrument.

[Check applicable box(es)]

- Condominium Rider
- Planned Unit Development Rider
- HOTEL AND TRANSIENT
- Graduated Payment Rider
- Growing Equity Rider
- Other [Specify] ADJUSTABLE RATE RIDER

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.

Witnesses:

[Signature] (Seal)
SALVADOR GALVEZ Borrower

[Signature] (Seal)
BERTHA GALVEZ Borrower

(Seal) Borrower (Seal) Borrower

STATE OF ILLINOIS, *Cook*

County ss: *Cook*

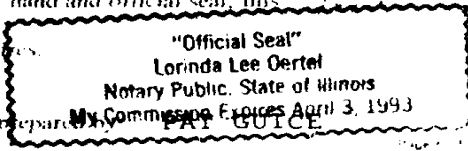
Lorinda Lee Oertel Notary Public in and for said County and state do hereby certify that

SALVADOR GALVEZ AND BERTHA GALVEZ, HUSBAND AND WIFE

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 signed 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 *April*, 1993

My Commission Expires



[Signature]
Notary Public

This Instrument was prepared by *[Signature]*

4R(11) 4/93

DPS 1614

Property of Cook County Clerk's Office

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 19TH day of NOVEMBER, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to EMBANQUE CAPITAL CORP.

the Lender of the same date and covering the property described in the Security Instrument and located at: 5100 WEST 25TH PLACE, CICERO, ILLINOIS 60650

Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of JANUARY, 1993, and on that day of each succeeding year. "Change Date" means a date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board ("Current Index") and the most recent index figure available 30 days before the Change Date. If the Current Index as defined above is not available, Lender will use as a new Index any index prescribed by the Securities and Exchange Commission. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Beginning with the first Change Date, Lender will calculate a new interest rate by adding a margin of TWENTY (20) percentage points (or 2.000%) to the current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%), subject to the limitation in paragraph 5(D) of this Note; this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will not increase or decrease more than one percentage point (1.0%) on any single Change Date and will not be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 of the Note.

DPS 1757

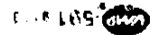
FHA Multirate ARM Rider 2-91



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Place Below this Line Reserved for Acknowledgment

Borrower (Seal) *BERTHA GALVEZ* Borrower (Seal)
 Borrower (Seal) *SALVADOR GALVEZ* Borrower (Seal)

Rate Identifier

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable

Rate Identifier otherwise assigned before the demand for return is made. Lender's obligation to return any excess payment with interest thereon at the Note rate, be applied as payment of principal, request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal, thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest, any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, paragraph 5(f) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(f) of this Note, Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(f) of this Note for any payment date occurring less than 25 payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(f) of this Note. Borrower shall make a payment in the new monthly amount beginning on the first effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first A new interest rate calculated in accordance with paragraphs 5(f) and 5(d) of this Note will become

(E) Effective Date of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(F) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(E) Calculation of Payment Change