

916594646 5 2 4 6 1
UNOFFICIAL COPY

RETURN TO: UNITED SAVINGS ASSOCIATION OF TEXAS FSB
1301 N. BASSWOOD
SCHAUMBURG, IL 60173

LOAN NUMBER: 5510011

MAIL TO ←

DECEMBER 06 1991 12:44:00
FBI - CHICAGO
91659464

[Space Above This Line For Recording Data]
State of Illinois **MORTGAGE** FHA Case No. 131-6391933-729 251

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 06, 1991**. The Mortgagor is **ERNESTINA PAEZ, A SPINSTER. LETICIA OLIVAS, A SPINSTER. ELSA OLIVAS, A SPINSTER.**

("Borrower"). This Security Instrument is given to **UNITED SAVINGS ASSOCIATION OF TEXAS FSB**

which is organized and existing under the laws of **THE UNITED STATES**, and whose address is **3200 SOUTHWEST FRWY, SUITE 2000 HOUSTON, TX 77027**

("Lender"). Borrower owes Lender the principal sum of **EIGHTY SEVEN THOUSAND THREE HUNDRED NINETY NINE AND 00/100** Dollars (U.S. \$ **87399.00**).

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 **JANUARY 01, 2022**. 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 23 IN BLOCK 8 IN ROBERT W. PARNER'S SUBDIVISION OF BLOCKS 8 AND 9 IN FRANK BAKER SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # **16-27-309-020**

which has the address of **2855 SOUTH KENNETH AVENUE, CHICAGO** (Street, City), Illinois **60623-0000** (Zip Code)("Property Address").

4R(IL) (6103)

Page 1 of 6
VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

FHA Illinois Mortgage - 2/91
Initials: _____

1991 Mail

*L.O.
E.O.
E.P.*

L-768773-072292

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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

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

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;

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

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 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).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, 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.

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 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.

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.

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.

1. Payment of Principal, Interest and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges 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".

7.0
E.P.O.
C.I.O.

right or remedy.

in interest. Any foreclosure by Lender in exercising any right of remedy shall not be a waiver of or prejudice the exercise of any

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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the preparer of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR CARMELLA ARMANDO, a widow,

91659465

of the City of Norridge County of Cook
State of Illinois for and in consideration of
TEN AND NO/100 - - - - - DOLLARS,
& other valuable consideration in hand paid,
CONVEY S and WARRANT S to
MITCHELL A. HUTTON and MARY C. HUTTON,
his wife,
1422 North Bosworth, Chicago, Il. 60622

(The Above Space For Recorder's Use Or)

(NAMES AND ADDRESS OF GRANTEES)

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in tl.
County of Cook in the State of Illinois, to wit:

LOT 40 IN BLOCK 6 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION
5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 \$13.50
T47777 FROM 2167 12/16/91 12:44:00
#0722 : G * - 91 - 659465
COOK COUNTY RECORDER

Subject to: General real estate taxes for 1990 & subsequent years

91659465

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

17-05-108-010

Permanent Real Estate Index Number(s):
Address(es) of Real Estate: 1435 N. Bosworth, Chicago, Il. 60622

DATED this 5th day of December 1991

Carmella Armando

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
CARMELLA ARMANDO (SEAL) (SEAL)
(SEAL) (SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
CARMELLA ARMANDO, a widow,

personally known to me to be the same person whose name she subscribed
to the foregoing instrument, appeared before me this day in person, and acknow-
ledged that she signed, sealed and delivered the said instrument as her
and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and official seal, this 5th day of December 1991

Commission expires Aug 19, 1994
William H. Haley
NOTARY PUBLIC
William H. Haley, 7706 W. Touhy, Chicago, Il.

This instrument was prepared by 60648
(NAME AND ADDRESS)

MAIL TO { Kevin Burke, Esq.
Taslitz, Smith and Hammesch
11 East Adams, Suite 1400
Chicago, Il. 60603
(City, State and Zip)

AND SUBSEQUENT TAX BILLS TO
Mitchell A. Hutton
1422 N. Bosworth
Chicago, Il. 60622
(Address)
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO

137 Mail

C-920335-C1 1083

CITY OF CHICAGO
REGISTERED MAIL
795 00

STAMPS HERE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Warranty Deed

JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

UNOFFICIAL COPY

TO

Property of Cook County Clerk's Office

91659465

GEORGE E. COLE
LEGAL FORMS