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71612913

RECORD AND RETURN TO:
UNITED SAVINGS ASSN OF TEXAS FSB
1301 NORTH BASSWOOD-4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

91689913

(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

FHA Case No.

131:6559805-729

6474688

91689913

THIS MORTGAGE ("Security Instrument") is made on DECEMBER 27, 1991. The Mortgagor is RAMON CARDENAS AND MARINA CARDENAS, HUSBAND AND WIFE AND MARIA CARDENAS, SINGLE NEVER MARRIED AND FELIPE CONTRERAS, SINGLE NEVER MARRIED AND REYNALDO VARELA, SINGLE NEVER MARRIED 2231 NORTH LONG AVENUE, CHICAGO, ILLINOIS 60639 ("Borrower"). This Security Instrument is given to

UNITED SAVINGS ASSN OF TEXAS FSB

. DEP1-01 RECORDING \$19.50
. T42222 TRAH 4875 12/30/91 14:32:00
. 49506 → B. 04--91-689913
. COOK COUNTY RECORDER

which is organized and existing under the laws of THE UNITED STATES, and whose address is 1301 NORTH BASSWOOD-4TH FLOOR

SCHAUMBURG, ILLINOIS 60173 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED SIXTY THREE AND 00/100 Dollars (U.S. \$ 120,563.00).

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 1, 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 12 IN BLOCK 3 IN DICKEY AND BAKER'S SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

13-33-105-012

which has the address of 2231 NORTH LONG AVENUE, CHICAGO
Illinois 60639 Zip Code ("Property Address"):

Street City,

WHD-4R(LI) 61031

Page 1 of 6
VFM MORTGAGE FORMS • 13131293-8100 • 18001621-7291

FHA Illinois Mortgage - 2/91 DPS 1609

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X RV
X RC
X EC
X PG
X MG

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R.C.
MS 1610

First, to the mortgagor's insurance premium to be paid by Lender to the Secretary or to the mortgagor by the Secretary instead of the monthly mortgage insurance premium;

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;

Fifth, to late charges due under the Note.

3. Application of Pygmytols. All pygmytols under preparation shall be applied by liquid in full doses.

If Borrower fails to pay all amounts due under this Note, Lender may exercise any rights available to it under applicable law, including, without limitation, the right to sue for all amounts due under this Note, and to foreclose on the property securing this Note.

As we look in this Security Information, "Security", means the security of Housing and Urban Development or the other designee, in any year in which the Leader may and may designate in writing to the Secretary, each monthly payment due to the Secretary, each monthly payment due on the Note, or if this Security instrument is held by the Secretary, each monthly charge due to the Note, or if this Security instrument is held by the Secretary, each monthly charge due to the Note, or if this Security instrument is held by the Secretary, each monthly charge due to the Note.

If it is any time due date of the total of the payments held by Lender for items (a), (b) and (c), Lender will file suit for payment for each item held by Lender prior to the due date of the total of the payments held by Lender for items (a), (b) and (c). Prior to the due date of the total of the payments held by Lender for items (a), (b) and (c), Lender may require Borrower to pay to Lender any amount necessary to fulfill its obligation to pay the total of the payments held by Lender for items (a), (b) and (c).

Each mandatory item will receive one point for items (a), (b), and (c) and two points for items (d), (e), and (f).

2. **Violent playfulness** refers to (a) axes, interpenetrating with Other categories, Barricade, Barriers, and (b) playfulness, which includes in each category playfulness, property, and (c) playfulness for the purpose required by paragraph 4.

1. Payment of Premium, Interest and Late Charge: Recovery shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

BORROWER COVRNAN IS THAT BORROWER IS HEREBY RECKED OUT THE ENTITLED BORROWER BY CONVENIENT AND HAVING THE RIGHT TO MORTGAGE.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, windows, doors, and other parts of the property. All replications and additions shall also be covered by this Security instrument. All of this foregoing is referred to in this Security instrument as the "Property."

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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 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 hereto.

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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. 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. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are
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X *RV*
Y *PC*
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10. Reinstatement, Borrower has a right to be reinstated if Lender fails to pay an amount due under the Note or this Security Instrument payment, this right applies even after foreclosure proceedings are initiated. To reinstate the Security Instrument, Borrower shall tender to Lender sum of all amounts required to bring Borrower to pay in accordance with the Note or this Security Instrument, plus interest accrued from the date of the last payment to the date of reinstatement.

eligibility for insurance under the National Housing Act within 60 days from the date hereof, Landlord may, at his option and notwithstanding any filing in bankruptcy, garniture, attachment or judgment in full or in part, sue to recover the amount so paid by him to the landlord.

(d) **Regulations of HUD Secretaries.** In many circumstances regulations issued by the Secretary will limit Lender's right to accelerate or foreclose if not permitted by regulation of the Secretary.

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

(b) Since Without Credit Approval, Lender shall, if permitted by applicable law and with the prior approval of the Secreutary, require immediate payment in full of all sums secured by this Secreutary 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 Secreutary.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of deficiency, 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 to pay in full any monthly payment required by this Security Instrument for a period of thirty days, to perform any other obligation contained in this Security Instrument.

9. Grounds for Acceleration of Debt.

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

referred to in paragraph 2, or equalling the amount of such payments. Any excess proceeds over an amount required to pay all outstanding amounts under this Note and the Security instrument shall be paid to the entity legally entitled thereto.

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(E) Calculation of Payment Change

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.

(F) Notice 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.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first 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 have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

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

Maria Cardenas _____
MARIA CARDENAS

(Seal)
-Borrower

Reynaldo Varela _____
REYNALDO VARELA

(Seal)
-Borrower

Felipe Contreras _____
FELIPE CONTRERAS

(Seal)
-Borrower

Marina Cardenas _____
MARINA CARDENAS

(Seal)
-Borrower

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Chumagu Diles. This inherent rule will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(D) Limitations on Internet Rule Changes

(D) Limits on Interpretive Rule Changes

Current index and sounding the sum to the nearest one-eighth of one percent point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next change date.

(C) Calculation of Interest Rate Changes

(B) The Indexes
Beginning with the first Change Date, the interest rate will be based on the Index, "Index," means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as quoted in the Federal Reserve Board's Circular Letter, "Current Index," includes the most recent index figure available by the Federal Reserve Board, "Current Index," is no longer available, London will use a new index called "Change Date." If the Index (as defined above) is no longer available, London will use a new index called "Change Date." London will give notice of the new index.

(A) Change Date
The integrated rule may change on the first day of APRIL 1 , 1993 , and on that day
of each succeeding year. "Change Date" means each date on which the integrated rule could change.

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

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.

Merry Ando

2231 NORTH LONG AVENUE, CHICAGO, ILLINOIS 60639

(the “Leander”) of the same date and covering the property described in the Security Instrument and Deed to:

UNITED SAVINGS ASSN OF TEXAS FSB

THIS ADJUSTABLE RATE RIDER is made this 27TH day of DECEMBER, 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

ADJUSTABLE RATE RIDER

131:6559805-729
PMA Case No.

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19. Waiver of Foreclosure. 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; however, Borrower shall pay my recording costs.

17. Pre-emption Clause. If Lender exercises his/her option to purchase the property provided in this paragraph 17, Lender, but not limited to, reasonable attorney's fees and costs of title and other expenses incurred by his/her purchase, shall be entitled to collect all expenses incurred in pursuing the title to the property, provided that Lender may foreclose

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Lender shall not be required to enter upon, take control of or maintain the Property or after giving notice of breach of any of the covenants of this instrument, except as follows:

Lender shall terminate when the debt secured by the Security Instrument is paid in full.

To Borrower, however, Lender or a third party appointed receiver may do so at any time there is a breach. Any application of rents of the property shall not cure or waive any default or nonpayment of rent by Lender or receiver of rents of the property.

Lender from exercising his rights under this paragraph 16.

Borrower has not exercised any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising his rights under this paragraph 16.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower in trust for benefit of Lender only, to be applied to the sums secured by the Security Instruments; (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.

16. Assignment of Rents. Borrower authorizes Lender to assign and transfer to Lender all rights and obligations for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for the benefit of Lender and Borrower. Prior to Lender's notice to Borrower, prior to Lender's notice to Borrower of Borrower's breach of property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of property to pay the rents to Lender or Lender's agents to collect the rents and revenues and each tenant of the property, Borrower authorizes Lender to assign and transfer to Lender all the rents and revenues of the property.

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

14. Governing Law. This Security Instrument, this Note and the law of the state where it was executed shall govern the relationship between the parties hereto. To the extent that any provision of this Note conflicts with the law, such conflict shall not affect other provisions of this Security Instrument and the Note will be governed by the law in which the Property is located. In the event that any provision of this Security Instrument or the Note violates public policy, it will be construed to conform to the law of the state where it was executed.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery by mail to Lender at address stated herein or by registered mail to Lender's address by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed delivered when given to Lender. Any notice to Lender shall be given by first class mail to or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to or by first class mail unless otherwise specified below. The notice shall be directed to the Property Address.

12. Successors and Assigns. Bonds, joint and several liability, security instruments and assignments of this Security Instrument shall bind and benefit the successors and assigns of Borrower, and Borrower's heirs, executors, administrators, and personal representatives, jointly and severally, to the provisions of this Security Instrument. Borrower's co-tenants shall be joint and several, jointly and severally liable to the provisions of this Security Instrument, notwithstanding any agreement to the contrary made by them among themselves, and Lender shall have the same rights against them as against Borrower.

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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

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:

Reynaldo Varela _____ (Seal)
RAMON CARDENAS - Borrower

Reynaldo Varela
REYNALDO VARELA

Marina Cardenas _____ (Seal)
MARINA CARDENAS - Borrower

Felipe Contreras _____ (Seal)
FELIPE CONTRERAS - Borrower

Maria Cardenas _____ (Seal)
MARIA CARDENAS - Borrower

STATE OF ILLINOIS,
I, Janet Jones,
that

County ss:
, a Notary Public in and for said county and state do hereby certify

RAMON CARDENAS AND MARINA CARDENAS, HUSBAND AND WIFE AND MARIA CARDENAS, SINGLE NEVER MARRIED AND FELIPE CONTRERAS, SINGLE NEVER MARRIED AND REYNALDO VARELA, SINGLE NEVER MARRIED, 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 he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of December, 1991.

My Commission Expires:

Janet Jones
Notary Public

This Instrument was prepared by: JOANNE ALITTO

VMP-AF(IL) (9103)

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