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91016466

BOX 238
LOAN #7527

FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131:6251794-703

This Mortgage ("Security Instrument") is given on January 4, 1991.
The Mortgagor is JESUS G. AMADOR AND MARIA DELCARMEN AMADOR, HIS WIFE

whose address is 5315 SOUTH FAIRFIELD AVENUE, CHICAGO, ILLINOIS 60632

(“Borrower”). This Security Instrument is given to
JAMES F. MESSINGER & CO., INC

which is organized and existing under the laws of ILLINOIS, and whose
address is 5161-67 WEST 111TH STREET, NORTH, ILLINOIS 60482

-91-016466

(“Lender”). Borrower owes Lender the principal sum of
SIXTY ONE THOUSAND TWO HUNDRED AND NO/100
Dollars (U.S. \$ 61,200.00).
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 February 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 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:

THE SOUTH 33 FEET OF THE NORTH 66 FEET OF LOT 9 IN BLOCK 1 IN
HATHAWAY AND ERSKIN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH
WEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST
1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO: 19-12-417-005

DEPT-01 RECORDING \$15.00
T#7777 TRAN 8134 01/10/91 14:28:00
#595 # G *-91-016466
COOK COUNTY RECORDER

which has the address of 5315 SOUTH FAIRFIELD AVENUE
[Street]
Illinois 60632
[Zip Code]

CHICAGO
[City]

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.”

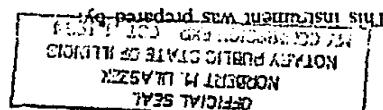
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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WORTH, ILLINOIS 60482
(Address)

5161-67 WEST 111TH STREET
JAMES F. MESSINGER & CO., INC.
(Name)

KATHY MORAN



My Commission expires:

Given under my hand and official seal, this 4th day of JANUARY 1991

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I have signed and delivered the said instrument as THEIR

personally known to me to be the same person(s) whose name(s) are

do hereby certify that JESUS G. AMADOR AND MARIA DELCARMEN AMADOR, HIS WIFE

, a Notary Public in and for said county and state,

1. THE UNDERSIGNED

STATE OF ILLINOIS,

COOK

County of:

Borrower
(Seal)

Borrower
(Seal)

MARIA DELCARMEN AMADOR
Borrower
(Seal)

JESUS G. AMADOR
Borrower
(Seal)

TITLE: COMPANY REPRESENTATIVE

Witness:

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.

- Planned Unit Development Rider Graduated Payment Rider Other
 Adjustable Rate Rider Growing Equity Rider
 Condominium Rider

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages of each such rider shall be incorporated into and shall supplement the coverages and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es).]

When the availability of insurance is solely due to Lender's failure to permit a mortgage insurance premium to the Secretary, shall be deemed conclusive proof of such inability. Notwithstanding the foregoing, this option may not be exercised by Lender hereby, and shall be limited to NINETY (90) DAYS from the date hereof, declining to insure this Security Instrument dated subsequent to NINETY (90) DAYS from the date hereof, Lender may, at its option and notwithstanding any provision of any other instrument or agreement between Lender and Borrower, decline to insure this Security Instrument in full or in sums contracted by Lender into this Security Instrument. A written statement of any undivided interest of any third party in this Security Instrument, immediate payment in full of all sums contracted by Lender into this Security Instrument, or any other instrument or agreement between Lender and Borrower, shall be conclusive evidence that Lender has no interest in this Security Instrument. This provision shall not be applicable to any other instrument or agreement between Lender and Borrower which provides that Lender shall decline to insure this Security Instrument if the amount of insurance required by Lender exceeds the amount of insurance available to Lender under this Security Instrument.

19. Waiver of Homestead. 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, Borrower shall pay any recordation costs.
17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any remedies provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of title evidence.

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

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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.

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 amounts. 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.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then 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 $\frac{1}{12}$, 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.

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

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

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire 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;

FIFTH, to late charges due under the Note.

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 thereto.

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. Preservation and Maintenance of the Property, Leaseholds. 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. 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 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.

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16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Lender shall not be required to execute any prior assignment of the rents and has not and will not perform any act that would prevent Borrower from exercising its rights under this Paragraph 16.

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 this Security Instrument; (b) Lender shall be entitled to collect and receive all rents due and unpaid to Lender, or Lender's agent, for the benefit of Lender only, to the extent demanded to the tenant.

Borrower authorizes Lender to collect the rents and revenues to Lender directly, notwithstanding any notice of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenue 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.

17. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which it is executed.

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

To this end the provisions of this Security Instrument shall not affect other provisions of this Security Instrument or the Note which can be given without conflict with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which are declared to be severable.

19. Notice. Any notice to Borrower provided for in this security instrument shall be given by first class mail to Borrower's address or any other address by Borrower designated to Lender. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Lender's address or any other address by Lender designated to Borrower.

First class mail unless applicable law requires use of other methods. The notice shall be given by first class mail to Borrower's address or any other address by Borrower designated to Lender.

20. Successors and Assigns. Borrower shall bind and succeed to his successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Instruments shall bind and succeed to his successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's successors and assigns 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 mortgage, grant and convey that Borrower's interest in the property under the terms of this Security Instrument to pay his co-signers sums secured by this Security Instrument in accordance with regard to the term of this Security Instrument or the Note without that Borrower's consent; and (c) agrees that Lender may exercise to remedy to extend, modify, or rework the Note or any other instrument by Borrower made by him or her in respect of the Note.

21. Borrower Note (Title); Co-Signers. The covenants and agreements of this Security Instrument shall not operate to release the liability of the original Borrower or any successor in interest. Lender shall not be required to accept the Note or any other instrument granted by Borrower or any other instrument granted by Borrower to any successor in interest except as provided in the Note or any other instrument granted by Borrower or any other instrument granted by Borrower to any successor in interest.

22. Borrower Note (Title); Co-Signers. The covenants and agreements of this Security Instrument shall not operate to release the liability of the original Borrower or any successor in interest except as provided in the Note or any other instrument granted by Borrower or any other instrument granted by Borrower to any successor in interest.

23. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of failure to pay an amount due under Note & Wavier. Extension of the time of modification of the Note or any other instrument or for acceleration of the Note or any other instrument.

24. Reinstatement. To pay an amount due under Note & Wavier, extension of the time of modification of the Note or any other instrument or for acceleration of the Note or any other instrument.

25. Reinstatement. To pay an amount due under Note & Wavier, extension of the time of modification of the Note or any other instrument or for acceleration of the Note or any other instrument.

26. Reinstatement. To pay an amount due under Note & Wavier, extension of the time of modification of the Note or any other instrument or for acceleration of the Note or any other instrument.

27. Reinstatement. To pay an amount due under Note & Wavier, extension of the time of modification of the Note or any other instrument or for acceleration of the Note or any other instrument.

28. Reinstatement. To pay an amount due under Note & Wavier, extension of the time of modification of the Note or any other instrument or for acceleration of the Note or any other instrument.

(d) Reinstatements of HUD Securitization payments issued by the Note holder. This Security Instrument does not authorize acceleration of foreclosure proceedings in the case of payment deferrals, to require immediate payment in full and preclude proceedings in default of many critical payments if paid. This Security Instrument does not require such payments if paid.

(e) No Waiver. If circumstances occur that would waive rights with respect to subsequent events.

(f) Sale Without Credit Approval. Lender does not waive rights with respect to subsequent events.

(g) The Property is not occupied by the purchaser or grantee as his or her credit has not been approved in accordance with the requirements of the Security.

(h) Sale Without Credit Approval. Lender shall, if permitted by law and with the prior approval of the Security, require immediate payment in full of all the 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.

(j) Defaulter makes payment in full of all sums secured by this Security Instrument if the case of payment deferrals, require immediate payment in full of all sums secured by this Security Instrument if:

(k) Grounds for Acceleration of Debt.