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LOAN #7087586
State of Illinois

MORTGAGE

FHA Case No.

131: 626 7295 703B

THIS MORTGAGE ("Security Instrument") is made on January 16 . 19 91 .
 The Mortgagor is SANTOS Z. BECERRA, MARIA T. BECERRA, His Wife, ESEQUIEL BECERRA, A Bachelor, TERESA BECERRA, A Spinster and MARIA DEJESUS BECERRA, A Spinster

whose address is 2233 N. MARMORA AVENUE, CHICAGO, ILLINOIS 60639 . ("Borrower"). This Security Instrument is given to Midwest Funding Corporation which is organized and existing under the laws of ILLINOIS . and whose address is 1020 31st Street Suite 401 Downers Grove, Illinois 60515 ("Lender"). Borrower owes Lender the principal sum of One hundred sixty-six thousand five hundred fifty and 10/100- - - - - Dollars (U.S. \$ 166,550.00) . 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:

LOTS 39 AND 40 IN BLOCK 7 IN HANSON'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTRAL LINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

RECORDED RECORDING
TR2222 TRAN 3156 91/18/91 12:37:00
\$7001 # 1B *-91-029971
COOK COUNTY RECORDER

PERMANENT INDEX NO. 13-32-210-012/013

which has the address of 2233 N. MARMORA AVENUE, CHICAGO [Street, City].
 Illinois 60639 [ZIP Code]. ("Property Address"):

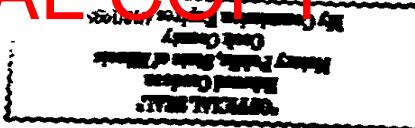
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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.

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.

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Notary Public
Notary Public No. 13, State of Illinois
October 1, 1991

Given under my hand and after I have examined the original instrument, this 16th day of November, 1991.

For the uses and purposes herein set forth,

I, the undersigned, do hereby certify that

State of Illinois, County of Lockport as, I, the undersigned, a

Notary Public in said said County, in the State

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

subscribed to the foregoing instrument appeared before me

and delivered the said instrument that he signed this day in person, and acknowledged that he signed

voluntarily act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument at Lockport, Illinois

<u>MARIA T. BECERRA</u> MARIA T. BECERRA (Seal) <u>SANTOS Z. BECERRA</u> SANTOS Z. BECERRA (Seal) <u>ANTONIO BECERRA</u> ANTONIO BECERRA (Seal) <u>TERESA BECERRA</u> TERESA BECERRA (Seal)	<u>MARIA DEJESUS BECERRA</u> MARIA DEJESUS BECERRA (Seal) <u>RODRIGUEZ BECERRA</u> RODRIGUEZ BECERRA (Seal) <u>ESTANILDO BECERRA</u> ESTANILDO BECERRA (Seal)
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Page 4 of 4

Witnesses:
executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any addendum(s) and agreements of this Security Instrument as if the addendum(s) were in a part of this Security Instrument. [Check applicable box(es)]

Riders to this Security Instrument, if any, or more riders are executed by Borrower and recorded together with this Security Instrument. If any, or more riders are recorded by Lender with this Security Instrument.

of insurance is solely due to Lender's failure to emit a mortgage insurance premium to the secretary.

proof of such intelligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the demand conclusive from the date hereof, declining to issue this Security Instrument and the note secured thereby, shall be deemed valid for instruments. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS.

is option and notwithstanding any language in Paragraph 9, require immediate payment in full of all sums secured by this Security for insurance under the National Housing Act within SIXTY DAYS. From the date hereof, Lender may, at Acceleration Clause. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible

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 recording costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, 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 attorney fees and costs of title evidence.

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

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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 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.

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.

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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, 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 law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security instrument if:
- (i) The Purchaser or Grantee does so occupy the Property but his or her primary or secondary residence, or the requirements of the Secretary.
- (ii) In the case of HUD Secretary. In many circumstances payment in full and foreclose if not paid. This Security instrument Lender's rights does not authorize acceleration by Lender does not waive its rights with respect to subsequent events.
- (d) Regulation. If circumstances occur that would permit Lender to require immediate payment in full because of the requirements of the Secretary.
10. Remittances. Borrower has a right to be reinstated if Lender has required immediate payment in full because of amortizations are due under the Note of this Security instrument. This right applies even after foreclosure proceeds fail to pay an amount due under the Note of this Security instrument. To reinstate the Securit in interest in the Securit to the original Borrower's successor in interest. Lender shall not be required to reinstate the Securitability of the original Borrower's successor in interest if the original Borrower's successor in interest has been made whole by the original Borrower's successor in interest.
11. Borrower Not Released; Forbearance. Extent of the time of payment of modification of the Note of a Waiver. Any notice to the Securit of the modification of the Note of a Waiver. Any notice to the Securit of the modification of the Note of a Waiver. Any notice to the Securit of the modification of the Note of a Waiver.
12. Successors and Assigns Bound; Joint and Several Liability. The co-contractants and agreeements of this Security instrument of ammortizations are due under the Note of this Security instrument. To reinstate the Securitability of the original Borrower's successor in interest if the original Borrower's successor in interest has been made whole by the original Borrower's successor in interest.
13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires otherwise. The notice shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address without the cost of another method. The notice shall be 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 without the cost of another method. The notice shall be given by first class mail to Lender's 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 without the cost of another method.
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 of this Security instrument or clause of the Note arc declared to be ineffective throughout the country, such clause shall not affect other provisions of this Security instrument or the Note which can be given effect with applicable law.
15. Borrower's Copy. Borrower shall be given one conforming copy of this Security instrument.
16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property to Lender's benefit or Lender's agent, to be applied to the rents of the Property; (a) all rents received by Borrower shall be held by Borrower as trustee for Lender from exercising his rights under this paragraph 16.
17. Lender has not exercised any prior assignement of the rents and has not and will not perform any act that would prevent Lender's receipt of the rents under this paragraph 16.
18. Borrower shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Lender, however, Lender or a waiver of a judgment or remedy of Lender do so at any time there is a breach. Any assignement of rents of the Property shall not cure any default or waive any default or invalidation instrument is paid in full.
19. Borrower shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Lender, however, Lender or a waiver of a judgment or remedy of Lender do so at any time there is a breach. Any assignement of rents of the Property shall not cure any default or waive any default or invalidation instrument is paid in full.
20. Any application of the proceeds to the principal shall not exceed the date 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. Any application of the proceeds to the principal shall not exceed the date of the monthly payments, which are reflected 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.

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RENTAL TO: MIDWEST FUNDING CORPORATION 1020 31ST STREET, SUITE 401 ILICA PUBLIC, STATE OF ILLINOIS LISA A. FOSTER OFFICIAL SEAL ..	RECEIVED 10/17/91 10:20 AM MIDWEST FUNDING CORPORATION 1020 31ST STREET, SUITE 401 ILICA PUBLIC, STATE OF ILLINOIS LISA A. FOSTER OFFICIAL SEAL ..
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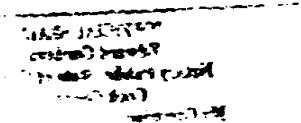
This instrument was prepared by: LISA A. KING

My Commission expires:

Given under my hand and official seal, this 16th day of January 1991.
Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same persons(s) whose names(s) whose name(s) appear, a Notary Public in and for said county and state do hereby certify
that, MARK W. BECKER, his wife, BECKIE, A Bachelor, MARK W. BECKER, a Notary Public in and for said county and state do hereby certify

Cook County ss:

STATE OF ILLINOIS.



of insurance is solely due to Lender's failure to emit a mortgage insurance premium to the contrary.
proof of such negligence. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability from the date hereof, declining to insure this security instrument and the note secured thereby, shall be deemed conclusive from the date hereof, any authorized agent of the Security dated subsequent to SIXTY DAYS.
Instrument. A written statement of any authorized agent of the Security dated subsequent to this Security instrument, a copy of which is attached hereto, from the date hereof, Lender may, at its option and notwithstanding anything appearing in Paragraph 5, require immediate payment in full of all sums secured by this Security for insurance under the National Housing Act within SIXTY DAYS. From the date hereof, Lender may, at its option and notwithstanding anything appearing in Paragraph 5, require immediate payment in full of all sums secured by this Security for insurance under the National Housing Act within SIXTY DAYS.

910-0337

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 recording costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this security instrument by judicial proceeding, but not limited to, repossessable attorney's fees and costs of little evidence.

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

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LOAN #7087586
State of Illinois

[Space Above This Line For Recording Data]

MORTGAGE

FHA Case No.
131: 626 7295 703B

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The Mortgagor is SANTOS Z. BECERRA, MARIA T. BECERRA, His Wife, EZEQUIEL BECERRA, A Bachelor, TERESA BECERRA, A Spinster and MARIA DEJESUS BECERRA, A Spinster

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COOK

County, Illinois:

LOTS 39 AND 40 IN BLOCK 7 IN HANSON'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTRAL LINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING 514.25
TRN 222 TRAN 3158 01/18/91 12:37:00
#7087586 # B *-91-029971
COOK COUNTY RECORDER

PERMANENT INDEX NO. 13-32-210-012/013

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Illinois 60639 [ZIP Code], ("Property Address");

[Street, 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."

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