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A STATE OF THE PARTY OF THE PAR State of Illinois 549014

#### MORTGAGE

FHA Case No.

131:6361445~703

THIS MORTGAGE ("Security Instrument") is made on

MAY 16

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The Mortgagor is JOSE MANUEL RANGEL, MARRIED TO ANA MARIA TORROS\*\* AND MARTIN ANGUIANO, MARRIED TO POSINA RANGEL\*\* AND RODRIGO RANGEL, BACHELOR AND ROLANDO RANGEL, BACHELOR

whose address is 1315 WEST MORSE CHICAGO, IULIPOIS 60626

, ("Bortower"). This Security Instrument is given to

UNITED SAVINGS ASSA OF THE SOUTHWEST FSB which is organized and existing under the laws of & UNITED STATES OF AMERICA

, and whose

address is 1301 NORTH BY SSWOOD-4TH FLOOR, SCHAUMBURG, ILLINOIS 00173

("Lender"). Borrower owes Lender the principal sum of

NINETY FIVE THOUSAND ONE PUNDRED EIGHTY FOUR AND NO/100

Dollars (U.S. Same 95, 184.00 and and all This debt is evidenced by Bortower'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 by the Note, with interest, and all renewals, extended, and modifications; (b) the payment of all other sums, with interest advanced under paragraph 6 to protect the security of tals Security Instrument; and (c) the performance of Borrower's covenants of 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 locate t in County, Illinois COOK

PARCEL 1: THE NORTH 19.84 FEET OF THE SOUTH 107.68 FEET OF THE EAST 60.50 FEET OF THE WEST 1890.33 TEET OF LOT 2 IN PARTITION OF LOTS 11, 10 AND 11 IN ASSESSORS DIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOP COUNTY, ILLINOIS. PARCEL 2: THE NORTH 8% FEET OF THE SOUTH 112 FEFT OF THE EAST 20 FEET OF THE WEST 1207 FEET OF LOT 2 AFORESATO.

PARCEL 3: EASEMENTS FOR INGRESS AND EGRESS APPUSTEMENT TO AND FOR THE BENEFIT OF PARCELS 1 AND 22 AS SET FORTH AND DEPINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 17386919.

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\*\*ANA MARIA TORROS AND ROSINA RANGEL ARE EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL FIND 5 HOMESTEAD 'RIGHTS

\$15,29 46777 (Bad 9504 05021/95 B5:**22:00** 4353004 K5 49 -971-241622 6308 (AUG) 6508DER

11-30-307-172

which has the address of 60645 Hinois

7504 NORTH RIDGE BOULEVARD-UNIT E, CHICAGO [ZIP Code], ("Property Address");

(Succe, Cus).

TOOETHER 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 selsed 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. Dorrower 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 Takes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Nole and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leaseheld payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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et or teme (a), (b), and (a) he found with 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 Londer 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 te iders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the valance 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 Paynic its 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 instrance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed; when the state of the sta 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 Notes 91241822 Fourth, to amortization of the principal of the Note; Fifth, to late charges due under the Note. 4. Fire, Flood and Other Hazard Insurance, Berrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, c sua ties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the an ounts and for the periods that Lender regulres. 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 payael; clauses in favor of, and in a form acceptable to, Lender. In the event of loss, Borrower shall give Lender immediate notice by mall. 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. An or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness u ider the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to repair of the damaged Property. Any application of the proceeds to the principal shall not extend or paragraph 2, or change the amount of such payments. Any excess insurance 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 this 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 visite or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear extented. 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, Borrow: 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 fallure 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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Any application of the proceeds to the principal shall not extend of possions are the 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. 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 falling, 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 the sums secured by this Security Instrument if: (i) All or part of the Property is 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 primary residence, or the purchaser or grante. Joes so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Scoretary. (e) No Waive. If circumstances occur that would permit Lender to fequire immediate payment in full, but Lender does not require such payments, Lender does not walve its rights with respect to subsequent events. (d) Regulation, of PID 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. 10. Reinstatement. Borrowe has a right to be reinstated if Lender has fequited immediate payment in full because of Borrower's failure to pay an amount the 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 custome, y 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, (i) i instatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the prictive of the lien created by this Security Instrument. 11. Borrower Not Released; Forbearance By Leude Not a Walver. 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 Bong war 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. 12. Successors and Assigns Bound; Joint and Several Liability; Co. Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and do rower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. An: Borrower who co-signs this Security Instrument bur does not execute the Note: (a) is co-signing this Security Instrument only is mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may be eto extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the N. without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use 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 stated herein or any address Lender designates by notice to Borrower. Any notice provider for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and ne law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues 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.

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 the Security Instrument; (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.

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

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender, or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or femedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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### **UNOFFICIAL COPY**

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

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 attorneys' fees and costs of title evidence.

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.

	C. ) THE STATE STATE CAST PROPERTY AS INCOME. SANCTON AS INCOME.	20.00	2662724		2 4 CO CO CO				225
19.	Walver of Homestead.	Borrower	waives a	II rìght o	f homestead	exemplic	on in	the	Property.

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Acceleration Clause, Borrower i gr.c' that should	d this Security Instrume	ent and the note secured thereby n	or be eligible
- for insurance under the National Housing Act within 🚋	240 DAYS	from the date hereof, Let	ider may, at
its option and notwithstanding anything in Paragraph 9,	require immediate payr	nent in full of all sums secured by	this Security
Instrument. A written statement of any authorized agent	of the Secretary dated s	ubsequent to 🚎 240 DAYS	
from the date hereof, declining to insure this Sec irl y I	nstrument and the note	s secured thereby, shall be deeme	d conclusive
proof of such ineligibility. Notwithstanding the foregoin	g, this option may not b	belexercised by Lender when the u	navailability
of insurance is solely due to Lender's failure to remit			April 100 Page
Riders to this Security Instrument. If one or m	ore lide s are executed	by Borrower and recorded toget	ier with this
Security Instrument, the covenants of each such rider sha and agreements of this Security Instrument as if the rider(s	ll be incorporated into a	and shall amend and supplement the	ne covenants
and agreements of this Security Instrument as it the riderts	s) were in a part of this a	security instrument, [Check applic	aute oox(es)]
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