

(Space Above This Line For Recording Date)

91428 Cook  
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State of Illinois

MORTGAGE

FHA Case No. 131:6361372-703

THIS MORTGAGE ("Security Instrument") is made on MAY 10 1991  
The Mortgagor is MOISES SERRANO AND BLANCA SERRANO, HUSBAND AND WIFE

whose address is 5117 WEST DEMING PLACE, CHICAGO, ILLINOIS 60639

("Borrower")

This Security Instrument is given to UNITED SAVINGS ASSN  
OF THE SOUTHWEST FSB which is organized and existing under the  
laws of UNITED STATES OF AMERICA and whose address is  
1301 NORTH BASSWOOD-4TH FLOOR, SCHAUMBURG, ILLINOIS 60173

("Lender")

Borrower owes Lender the principal sum of  
ONE HUNDRED TEN THOUSAND FIVE HUNDRED FORTY SEVEN AND 00/100  
Dollars (U.S. \$ 110,547.00). 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  
JUNE 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:  
LOT 45 IN HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 4,  
BEING A SUBDIVISION OF THE NORTH 2/7 OF THE SOUTH 7/16 (EXCEPT  
THE SOUTH 19.68 FEET AND WEST 174 FEET THEREOF) OF THE WEST 1/2  
OF THE SOUTHEAST 1/4 TOGETHER WITH THE SOUTH 17.55 FEET OF THE  
NORTH 1/8 OF THE SOUTH 1/2 (EXCEPT THE WEST 175 FEET THEREOF)  
OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

DEPT-01 RECORDING \$15.29  
741111 TRAN 5972 05/29/91 12:26:00  
55104 A \*-91-254606  
COOK COUNTY RECORDER

13-28-420-019-0000

which has the address of 5117 WEST DEMING PLACE, 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.

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.

Borrower(s) Initials M.S. B.S.  
VMP 4G (RL) (9001)

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# UNOFFICIAL COPY

(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, 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 grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(C) **NO WAIVER.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(D) **REGULATIONS OF HUD 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.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due 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 customary 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, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** 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 Borrower 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 Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note 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 provided 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 the 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.

**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 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 remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**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.

**19. WAIVER OF HOMESTEAD.** Borrower waives all right of homestead exemption in the Property.

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