

# UNOFFICIAL COPY

RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB  
5225 OLD ORCHARD RD., SUITE 11  
SKOKIE, IL 60077

LOAN NUMBER: 6510580

92410991

BOX 260

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

FHA Case No.  
131-6586571-729

251

THIS MORTGAGE ("Security Instrument") is given on

MAY 20, 1992 . The Mortgagor is

WILLIAM SUSANA, MARRIED TO PATRICIA Q. SUSANA, RICHARD RODRIGUEZ, MARRIED  
TO ELEANOR B. RODRIGUEZ

("Borrower"). This Security Instrument is given to

UNITED SAVINGS ASSN OF TEXAS FSB

. DEPT-01 RECORDING \$35.00  
. T#3333 TRAN 6952 06/10/92 11:14:00  
. #8726 + C \*-92-410991  
. COOK COUNTY RECORDER

which is organized and existing under the laws of THE UNITED STATES , and whose address is 3200 SOUTHWEST Fwy, SUITE 2000 HOUSTON, TX 77027

( "Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINE THOUSAND EIGHT HUNDRED SEVENTY TWO AND 00/100 Dollars (U.S. \$ 109872.00 ).

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 01, 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 44 AND THE SOUTH 1/2 OF LOT 45 IN BLOCK 2 IN A.H. HILL AND COMPANY'S NORTH WESTERN ELEVATED ROAD ADDITION A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 13-14-215-004

which has the address of

45~~19~~ NORTH ST. LOUIS AVENUE, CHICAGO  
60625  
PGS

[Street, City].

EPA F/A VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

VMP -4R(IL) (9103)

FHA Illinois Mortgage - 2/91

Initials: *MRK*  
PGS *EPR*

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Digitized

WORD

Finally, to late charges due under the lease.

**PEACE, EQUALITY, AND AMERICANISM OR THE PRINCIPLES OF THE NATION**

**LAWRENCE**, or *the Great Duke* (1846).

*premiss, as required;*

First, to the mortgage insurance premium to be paid by lenders to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium.

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

If Borrower lends to Lender the full payment of all sums secured by this Security Interest, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and Lender shall promptly refund any excess funds to Borrower.

As used in this Security Instrument, "Security" means the Security of Housing and Urban Development or his or her Spouse or his or her children prior to the date the full annual insurance premium is due to the Security, or if this instrument is held by the Security, each monthly charge shall be in an amount equal to one-twelfth of one-half premium which would be payable due on the Note.

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 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 refund the excess amount received by Lender prior to the due dates of such items, credits over one-sixth of the estimated amount of payments made by Borrower, and 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 or before the date the item becomes due.

each member of the Committee for items (a), (b), and (c) shall equal one-twentieth of the annual amounts, as reasonably estimated by the Committee for items (a), (b), and (c) before they become delinquent.

2. Alonthis 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.

**I. 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.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

**TOOGEHLER WITH** all die Impfvergummens now ar hercaller errected ou the propehry, and all cascadememts, rigths, rents, royalties, mineral, oil and gas rights and proffits, wafer rigbts and stock and all fixtures now or herecaller a part of the property. All replacements and addititions 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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**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. 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 any 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 referred to in

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283 594

11. Borrower Not Released; Borrower shall not be relieved of payment of principal or 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 release the liability of the original Borrower or Borrower's successor in interest to extend time for payment of principal or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be relieved of the liability of the original Borrower or Borrower's successor in interest to extend time for payment of principal or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's successor in interest.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of proceedings 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 proceedings to a close and current interest, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable attorney's fees and expenses properly associated with the foreclosure proceeding.

(e) **After-Sale Note Insurance.** Borrower agrees that should this Security Instrument and the Note secured thereby not be honored in full by Lender's failure to remit a mortgage instrument to the Secreteray.

(d) **Regulations of Club Secretary.** In many circumstances regulations issued by the Secretary will limit Lenider's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Secrecy instrument does not authorize acceleration or foreclose if not permitted by regulations 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.

of the Secretary.

(ii) 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, either than by devise or descent by the Borrower, and

Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(ii) Borrower declares by signing, for a period of thirty days, or whenever any new instrument

(i) Borrower shall pay monthly in full any amount payable required by this Security Instrument prior to or upon the due date of the next monthly payment or

Si se aplica la legislación de la Unión Europea, el Comité de las Regiones y la Comisión Europea tienen la responsabilidad de garantizar que se respeten los principios de la legislación europea.

8. Fees. Under many connector fees and charges determined by the Secretary:

and/or damages under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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**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 terms 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 agent 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 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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WMS (Wescom) WMS  
WMS (Wescom) WMS

LISA CLARY

George

OFFICIAL SEAL  
JENNIFER D. GLOVER  
SHERIFF, STATE OF ILLINOIS  
MAY COMMISSION EXPIRES 2/10/96

WILLIAM SUSANNA, MARRIED TO PATRICIA G. SUSANNA RICHARD RODRIGUEZ, MARRIED TO  
ELMANOR B. RODRIGUEZ  
, 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 they  
signed and delivered the said instrument as theirs free and voluntarily act, for the uses and purposes herein set forth.  
Given under my hand and official seal, this 20th day of May 1992

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.

- Condominium Rider       Graduate Payment Rider       Other (specify) **ARM RIDER**

20. **Riders to this Security Instrument.** It shall be the duty of the rider(s) to record together with this Security Instrument, the coverings of each such rider shall be incorporated into and shall amend and supplement the coverings of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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FHA Case No.  
**131-6586571-729**  
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## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **20TH** day of **MAY**, 1992, 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 ("Borrower") to secure Borrower's Note ("Note") to

**UNITED SAVINGS ASSN OF TEXAS FSB**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

*415 NORTH ST. LOUIS AVENUE, CHICAGO, IL 60625*  
*265 PARK*  
 [Property Address]

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.

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

### 5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of **OCTOBER**, 1993, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of

**TWO** percentage point(s) (**2.00%** %)

to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of the Note, this rounded amount will be the new interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of the Note.

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BY SIGNING BELOW, Bumhower accepts and agrees to the terms and conditions contained in this Addendum.

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of the 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 calculated in accordance with Paragraph 5(E), if the Note for any payment due 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 the Note is greater than the monthly payment amount calculated in accordance with Paragraph 5(B), and the Note for any payment due 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 the Note is less than the monthly payment amount calculated in accordance with Paragraph 5(B). In the event of a change in the interest rate, the new monthly payment amount will be determined by applying the new interest rate to the principal balance outstanding as of the date of the change in the interest rate.

#### (ii) Effective Date of Changes

(b) 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.

#### (F) Notice of Changes

(E) Capitalization of Payments on Change Date  
 If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment  
 principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date  
 of the new interest rate through subsequent equally 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.