

# UNOFFICIAL COPY

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RETURN TO UNITED SAVINGS ASSOCIATION OF TEXAS FSB  
6225 OLD ORCHARD RD., SUITE 1100, 1301 N WASSWOOD 4TH FLOOR  
SCHAUMBURG IL 60173

LOAN NUMBER: 5693416

RECORDED BY MARY ANN SCHWARTZ, SV M

-91-633028

92820359

[Space Above This Line For Recording Data]

State of Illinois

## MORTGAGE

FHA Case No.

131-6439874-729

251

THIS MORTGAGE ("Security Instrument") is given on

NOVEMBER 22, 1991, The Mortgagor is

ANDRES A. MARTINEZ AND SAMARA VARGAS MARTINEZ, HIS WIFE

(\*Borrower"), This Security Instrument is given to

UNITED SAVINGS ASSOCIATION OF TEXAS FSB

which is organized and existing under the laws of

THE UNITED STATES

, and whose

address is 3800 BUFFALO SPEEDWAY HOUSTON, TX 77098

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

FORTY FIVE THOUSAND NINE HUNDRED EIGHTY THREE AND 00/100

Dollars (U.S. \$ 45983.00).

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 DECEMBER 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:

(Property Description)

LOT 25 IN BLOCK 2 IN W.W. MARCY'S RESUBDIVISION OF PARTS OF ROBERTSON'S  
RESUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4, SOUTH OF GRAND AVENUE AND  
EAST OF THE WEST 26.60 CHAINS, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING MADE TO THE PLAT  
RECORDED JULY 31, 1911, AS DOCUMENT NUMBER 4803483; IN COOK COUNTY, ILLINOIS.

(Address of the property location)

TAX I.D. # 13-33-414-031

which has the address of 4856 WEST ST. PAUL AVENUE, CHICAGO  
Illinois 60639-0000 (Zip Code) ("Property Address");

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MR(L) (013)

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[Street, City],

FHA Illinois Mortgage 2/91

100-111-3550

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TOGETHER WITH all the improvements new 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 in 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. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, 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;

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.

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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 this 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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(e) Mortgage Note Insurance Under the National Housing Act, within 60 days from the date hereof, Lender may, at its option and notwithstanding anything to the contrary in paragraph 9, require insurance against loss by fire or other casualty to the Note secured hereby not exceeding the face amount of the Note and the Note shall remain in full force and effect until such time as the Note is paid in full.

(d) **Regulations of HUB Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default or require immediate payment in full and foreclose it not paid. This Secretary function does not authorize acceleration of income due if not permitted by regulations of the Secretary.

(c) **No** whatever. If circumstances are occurring that would permit Leander to require immediate payment in full, but Leander does not require such payment, Leander does not waive his rights with respect to subsequent events.

Section 10(1)(a) of the Creditors' (Recovery of Debts) Act, 1963, and the relevant provisions of the Creditors' (Recovery of Debts) Rules, 1964, shall apply to the recovery of debts due to the Company by the Creditors.

#### 9. Grounds for Acceleration or Decel.

<sup>8</sup> See, *Larivière may call certain fees and charges authorized by the Secretary.*

paragraph 2, or change the amount of such payments. Any excess proceeds over the amount required to pay all outstanding indebtedness under this Note and this Security Instrument shall be paid to the county 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 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 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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W-4B(1)(i) 1903  
This instrument was prepared by:

DEBORAH DOWNING

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Nancy Public

My Commission Expires:

Given under my hand and official seal, this 22<sup>nd</sup> day of August and delivered the said instrument at this place and voluntary acted by the witness and subscribed in presence of the undersigned that they absented to the foregoing instrument, appeared before me this day in person, and do acknowledge that

ANDREAS A. MARTINEZ AND SARAH VARONA MARTINEZ, HIS WIFE, a Notary Public in and for said County and State do hereby certify that

STATE OF ILLINOIS,

County of

Burrillville

Notarized

(Seal)

SARAH VARONA MARTINEZ

Burrillville

(Seal)

ANDREAS A. MARTINEZ

Burrillville

(Seal)

BY SPINNING BELOW, Borrower accepts and agrees to use terms contained in this Security Instrument and in any rider(s)

executed by Borrower and recorded with it.

Witnessed:

Debbie Downing

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants of this Security Instrument shall be incorporated into and shall amend and supplement this instrument and affect all rights and obligations of the parties to this Security Instrument. If the rider(s) were a part of this Security instrument and affect only part of this Security instrument, the covenants of this Security instrument shall not affect the rider(s).

(Check applicable box(es))

Other [specify] ANN RIDER

Graduated Payment Rider

Planned Unit Development Rider

Growing Equally Rider

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RM Rider • 2/91

EWA Multistate ARM Rider • 2/92

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10031.01-591 (REV. 10-22-64)

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(c) **Effects of Temperature on the Critical Point**

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

The Committee Index and roundelving the sum to the incorrect 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

(C) Calculation of Interest Rate Changes

(B) The Index  
Beginning with first Change Date, the interest rate will be based on last date, "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 available 30 days before the Change Dates, if the index (as defined above) is no longer available, Index will use as a new index.

The interest rate may change on the first day of **March**, **APRIL**, **MAY**, **JUNE**, **JULY**, **SEPTEMBER**, **OCTOBER**, **DECEMBER**, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(A) Change Date  
S. INTEREST RATE AND MORTGAGE PAYMENT CHANGES

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

THE NOTE COSTS CARRIES 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.

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(line 12 and 4) of the same date and covering the property described in the security instrument and located at 4856 WEST 87<sup>th</sup> PLACE, CHICAGO, IL 60639-0000

UNIVERSITY SAVINGS ASSOCIATION OF TEXAS 180

THIS ADJUSTABLE RATE RIDER IS MADE IN  
KNOXVILLE, TENNESSEE, U.S.A.  
1991

ADJUSTABLE RATE RIDER

152

131-6439874-729  
MILIA C. A. I.D. NO.

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## (E) Calculation of Payment Change

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

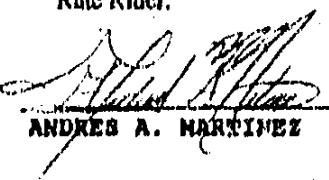
## (F) Notice of Changes

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.

## (G) Effective Date of Changes

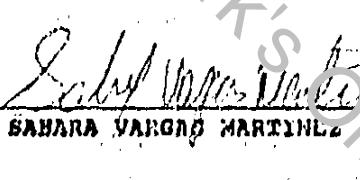
A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of the Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(F) of the Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of the Note for any payment date 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 decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
ANDRES A. MARTINEZ

(Seal)

Borrower

  
SAHARA VARGAS MARTINEZ

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

[Space Below This Line Reserved for Acknowledgment]