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AFTER RECORDING RETURN TO:

MID-AMERICA MORTGAGE CORPORATION
361 FRONTAGE ROAD
BURR RIDGE, ILLINOIS 60521

92898113

92898113

PHA NORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131:6922397-703

This Morgage ("Security Instrument") is given on

. HOVEMBER 27, 1992

Rosas

The Mortgagoria et Lentin Castro and Ivelises 8/0/J/A/S, His Wife

whose address is 2820 NO. LONG, CHICAGO, IL 60641

("Borrower"). This Security Instance is given to MID-AMERICA MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 605/21. ("Lender").

Borrower owes Lender the principal sun. of ONE MUNDRED FIFTEEN THOUSAND FOUR MUMDRED DOLLARS

Dollars (U.S.\$ 115,400.00

This debt is evidenced by Borrower's note dated we same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if real paid earlier, due and payable on persenter 1, 2022

This Security Instrument secures to Lender: (a) the reparament of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) he 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 C 0 0 K County, Illinois:

LOT 25 IN HULBERT'S FULLERTON AVENUE HIGHLANDS SUBSTITION NO.28 BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 28, TOWNSTEP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GOOK COUNTY, JULYNOIS.

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437.90 2 13:09:00

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TAX NO.: 13-28-127-028 VOL.NO.: 358

which has the address of

2820 NO. LONG

(Street)

CHICAGO

(City)

lllinois

60641

("Property Address");

(Zip Code)
the improvements now or hereafter erected on the property, and

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 at the "Property."

BORROWER COVENANTS that Borrower is lawfuly seized of the cetate hereby conveyed and has the right to increase, 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.

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RITEMPESS!

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1. Payr sent of principal, Inte

r shall pay when due the principal of, and

2. Mosthly 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) learningly 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 assumulated 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 (s), (b) and (o) 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 Londer prior to the due dates of such liems, 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 oredit 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 promium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire morigage 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 mort sage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary of it his 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 ps; to he Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Propray or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for sit 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 Bosrower 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, fluod and other hazard insurance premiums, an required:

THIRD, to interest due under the Note;
FOURTH, to amortization of the principal of the More;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance.

Borrower shall insure all improvements on the Property, what ar now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires in arence. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements of any Property, whether now in existence or subsequently erected, against luss by floods to the extent required the Secretary. All insurance reall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss pays be clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by half. Lender may make proof of loss if not made promptly by Borrower. Bach insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Londer jointly. All or any part of the insurance proceeds ray be applied by Londer, at its option, either (a) to the reduction of the indebtadness under the Note and this Security Instrument, first to any delir avail amounts applied in the order in Persgraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged (reverty. 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 index tedness 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 in the Property and 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 theperty to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the can in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on the leasehold, Borrower shall comply with the provisions of the lease. If Borrower sequires 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 Leader's Rights in the Property.

Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. For ower shall pay thuse obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Leader's interest in the Property, upon Lander's request Borrower shall promptly furnish to Leader receipts evidencing these payments.

If Sorrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other coagrooments 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 banksuptoy, for condomnation or to enforce laws or regulations), then Lander 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 husarance and other items mentioned in Paragraph 2

Any amounts dishursed 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 dishursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

The proceeds of any award or claim for damages, direct or consequential, in nonnection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby easigned 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 in lebtedness under the Note and this Security Instrument, first to any definquent emounts 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 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 shall be paid to the entity legally entitled thereto.

Linder may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration

Lunder may, except as limited by regulations issued by the Socretary 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 failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument,

Lunder 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 device or descend) 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 oredit 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.

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.

Borrower has a right to be reinstated if lender has required immediate payment in full because of Borrowers's failure to pay an amount due under the Note or this Security Instrument, Borrower shall tender in a line 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 customery attorney's fore 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 has not required immediate payment in full. However, lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement for the commencement of foreclosure proceedings within two years immediately preceeding 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 Vaiver.

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 fit bility of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor ir into ast or reliase 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 remoty shall not be a waiver of or proclude the exercise of any

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signer

The covenants and agreements of this Security Instrument shall bind and benefit the prograsors and assigns of Lander 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-eigning this Security Instrument or John and several. Any sorrower who co-signs this Security Instrument or John to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is the personable obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, sodily, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by myking at by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any xing address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address intated 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 Pederal 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 and the Note are declared to be severable.

15. Borrower's Copy.

Borrower shall be given one conformed copy of this Security Instrument.

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 Lander 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 Let der 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 extitled 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

Borro wer has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercialny; 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 weive 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 peid in full.

Property or Coot County Clert's Office

- 17. Foreclosure Procedure. If Lender requies immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any remedies provided in this paragraph 17, including, but not limited to, reseasable attermeys' fees and costs of this evidence.
 - 13. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument without charge to Borrower shall pay any recordation costs.
 - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NINETY DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all same secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to NINETY DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Nothwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a nourigage insurance premium to the Secretary.

Riders to this Security Instrument. If of Instrument, the Covenants of each such rider shall be this Security I with our as if the rider(s) were in a pa	incorporated into and	l shall amend and supp		
Condumbration Rider	Adjustab	le Raio Ridor	Growing Equity Rider	
Planned Unit Development Rider	Graduate	d Payment Kider	Other FHA Due-On-Si	ale Rider
BY SIGNING BELOW, Borrow - accepts and ag Borrower and recorded with it.	roes to the terms cont	ained in this Security	Instrument and in any rider(s) execut	od by
Witness:	0	× 1260	ach Cots	(3sa))
	7	VALENTAN	CASTRO	Bornwer
	- 6	IVELISSE	VOVNV ROSAS	Borrower
	<u>.</u>	77%	<u> </u>	Borrower
	-	C		(Seal) Hornway
STATE OF ELLINOIS, CLOOK		County		
I, THE UNDERSIGNED , a Notary Public ROS AS	in and for sald coun	ty and state, do hereb	y contify that VALENTIN CASTRO	AND SO
IVELISSE ROOMS, HIS WIFE			0,5	AND 9289811
	, personally kr	nown to me to be the u	same pemon(s) whose r anv (s)	ARE MA
subscribed to the foregoing instrument, appeared before	re me this day in pen	son, and acknowledge	d that THEY	
algned and delivered the said instrument as	THEIR from	an voluntary set, for t	he uses and purposes therein set forth	•
Given under my hand and official seal, this	77H day of N	OVENBER , 1	992.	
My Commission explres: "Official Seal" Lantada Lee Ooriol		van Le	e le Ot	
Notary Public, State of M This instrument was physicistrates Expires April	3, 1985		Notary Public	
Laura Chuck MID-AMERICA MORTGAGE CORPORATION				

361 Frintage Road, Burr Ridge, IL 60521

Property of Cook County Clerk's Office

Codors State of Runds
Stotary Public State of Runds
Comments Estimate April 3, 1883

YRA Due-on-Sale Rider

This Ricer is made this 277 H day of NOVEMBER 1992, and is incorporated into and deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the and is incorporated into and shall be same date given by the undersigned (the "Mortgagor") VALENTIN CASTRO AND IVELISME AGJAS, HIS WIFE

ROBAS

and covaring the property described in the instrument and located at:

(Property Address)

The mortgages shall, if per mixed by applicable law and with the prior approval of the Federal Housing Commissioner, or his or her lesignee, declare all sums secured by this mortgage to be immediately due and payable if all or any part of the property is sold or otherwise transferred (other than by devise or descent) to a purchaser or grantee who does not recompy the property as his or her principal residence, or to a purchaser or grantee who does so occupy the property but whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions contained in this FHA Due-on-Sale Rider.

Wilness Rosas Mortgago Mortgagor

SMU 1174 (1/90)

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