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RECORD AND RETURN TO:
CARL I. BROWN AND COMPANY dba ABC MORTGAGE COMPANY OF ILLINOIS
612 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112

DEPT-01 RECORDING 631.50
120000 TRAN 3860 09/13/93 12:44:00
11334 0 * - 93 - 729707
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

FHA Case No.

131:7208678-703

93-16116

THIS MORTGAGE ("Security Instrument") is made on AUGUST 5, 1993. The Mortgagor is ESTHER RUIZ, AKA ESTHER HERNANDEZ AND HECTOR ANTONIO RUIZ, HER HUSBAND

5817 SOUTH ALBANY AVENUE, CHICAGO, ILLINOIS 60629
("Borrower"). This Security Instrument is given to

CARL I. BROWN AND COMPANY dba ABC MORTGAGE COMPANY OF ILLINOIS

which is organized and existing under the laws of THE STATE OF KANSAS, and whose address is 612 WEST 47TH STREET KANSAS CITY, MISSOURI 64112 ("Lender"). Borrower owes Lender the principal sum of NINETY THOUSAND NINETY EIGHT AND 00/100

Dollars (U.S. \$ 90,098.00)

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 AUGUST 1, 2023

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 39 AND LOT 40 IN BLOCK 2 IN WEYBURN'S SUBDIVISION OF BLOCK 6 IN MAHAN'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-13-126-041

3150

which has the address of 5817 SOUTH ALBANY AVENUE, CHICAGO Illinois 60629 Zip Code ("Property Address");

Street/City,

4R(II) (8/93)

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VMP MORTGAGE FORMS (11/13/93) #100 - (800) 621-7281

FHA Illinois Mortgage - 2/91
DPS 1609

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11/23

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AMILL (01/01)

Fifth, to late charges due under the Note;

Fourth, to amortization of the principal of the Note;

Third, to interest due under the Note;

premiums, as required;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance

instead of the monthly mortgage insurance premium;

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary

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

credited with any balance remaining for all installments for items (a), (b), and (c).

Borrower, immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. 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

one-half percent of the outstanding principal balance due on the Note.

or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, each shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her deficiency on or before the date the item becomes due. or (c) is insufficient to pay the item when due, in Borrower shall pay to Lender any amount necessary to make up the subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b) and (c) refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to amount of payments required to pay such item when due, and if payments on the Note are current, then Lender shall either payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated (f) at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly

delinquent.

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.

premiums for insurance required by paragraph 4.

assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment,

debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

referred to in this Security Instrument as the "Property."

part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing in appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

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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 failing, 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 sums secured by this Security Instrument if:

- (i) 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 (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 principal 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.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding 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 mortgage insurance premium to 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.

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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

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.

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.

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.

5. Occupancy, Reservation, 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, during the loan application process, 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.

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.

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.

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.

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20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

Condominium Rider

Graduated Payment Rider

Other [Specify]

Planned Unit Development Rider

Growing Equity Rider

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.

Witnesses:

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2066246

Esther Ruiz

ESTHER RUIZ (Seal)
-Borrower

Hector Antonio Ruiz

HECTOR ANTONIO RUIZ (Seal)
-Borrower

(Seal) -Borrower (Seal) -Borrower

STATE OF ILLINOIS,
I, *Tabatha Johnson*
that
ESTHER RUIZ, AKA ESTHER HERNANDEZ AND HECTOR ANTONIO RUIZ, HER HUSBAND

Cook County ss:
I, a Notary Public in and for said county and state do hereby certify

, 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 he/she signed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.
Given under my hand and official seal, this *5th* day of *August* 1993

My Commission Expires: _____
Notary Public
Tabatha Johnson

