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AFTER RECORDING, RETURN TO:
Home Family Mortgage Corp
188 Industrial Drive Ste. 124
Elmhurst, IL 60126



93816290

Loan # 1398764

41418361
State of Illinois

MORTGAGE

FHA Case No.

131-7195312 729

THIS MORTGAGE ("Security Instrument") is given on September 30, 1993

The Mortgagor is

PANTALEON PEREZ, A BACHELOR and ROBERTO VILLA, A BACHELOR

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

HOME FAMILY MORTGAGE CORP

DEPT-01 RECORDING \$35.50
T\$0000 TRAN 4343 10/12/93 16:25:00
\$3162 \$ *93-816290
COOK COUNTY RECORDER

which is organized and existing under the laws of The State of Illinois, and whose address is 188 Industrial Drive Ste. 124, Elmhurst, IL 60126

(Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Eight Thousand Five Hundred Eighty Six Dollars and no/100 Dollars (U.S. \$ 138,586.00).

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 October 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 10 AND THE NORTH 1/2 OF LOT 11 IN BLOCK 6 IN W. F. KAISER AND COMPANY'S ARCADIA PARK, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93816290

PERMANENT INDEX NUMBER: 16-20-124-028

which has the address of 1524 S. HIGHLAND AVENUE, BERWYN
Illinois 60402 (Street, City);
(Zip Code) ("Property Address");

350

2004R(IL) (9212) FHA Illinois Mortgage - 4/92

VMP MORTGAGE FORMS 1313/293 8:00 - 1800/521 7291

Page 1 of 6 Initials: P.P. Printed on Recycled Paper

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WMD 2004H(1)

Second, to the monthly mortgage insurance premium;
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 interpret due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

application of tryptamine, an indole alkaloid, present in the leaves of *Psychotria* species.

If Borrower's Lenders do not pay under the Trust Agreement or if any sums secured by this Security Intercharge, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her successor in which the Lender must pay a mortgage insurance premium to the Secretary for any year in which such premium would have been required if the Lender still held the Security Instrument; each monthly payment shall also include a premium paid by the Lender to the Secretary, or (ii) a monthly charge instead of the annual mortgage insurance premium to be paid by the Lender to the Secretary, or (iii) a monthly charge instead of a monthly insurance premium in this Security Instrument if it is held by the Secretary. Each monthly charge insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium prior to the date the full annual mortgage insurance premium is held by the Secretary, or if this Security instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-half percent of the principal amount charged by the Secretary.

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 receive the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to the account of Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), and (c) is insufficient to pay the item when due, their Borrower shall pay to Lender any amount necessary to make up the difference on or before the date the item becomes due.

Each scenario is a requirement for items (a), (b), and (c) since each one represents a reasonable estimate by Lender that would be acceptable 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.

SCIGGO

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.

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.

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

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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 Lender 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

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exercised at any time or remedy. Any Lender in exercising any right or remedy shall not be a waiver of or preclude the consequences to interest. Any Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any rights or remedies by Lender in exercising any right or remedy made by the original Borrower or Borrower's agents caused by this Security instrument by reason of any demand made by the original Borrower or Borrower's consequences proceedings against any successor in respect of extended time for payment or otherwise notwithstanding operation of the liability of the original Borrower's successor to Lender shall not be required to amountization of the sums secured by this Security instrument granted by Lender to any successor in respect of Borrower shall

11. **Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of the time of payment or modification of

time, or the consequences will not affect the priority of the lien created by this Security instrument. continuation of a current foreclosure proceeding, (ii) remanagement with preference for creditors on different grounds in the case of remanagement after the commencement of foreclosure proceedings within two years immediately preceding the has accepted remanagement by Lender is not required to permit remanagement if: (i) Lender as it Lender did not require immediate payment in full. However, Lender is not required to permit remanagement if: (ii) Lender proceeding upon remanagement by Borrower, this Security instrument and the obligations due in success, shall remain in effect to receive costs and reasonable attorney fees and expenses properly associated with the foreclosure proceedings, to the extent they are obligations of Borrower under this Security instrument, same Borrower's obligation pursuant to Note or instrument, Borrower shall remain until all monies required to proceedings are withheld, to remanage the Security instrument. This right applies even after foreclosure Borrower's failure to pay an amount due under the Note or this Security instrument. The right because of

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has received immediate payment in full because of of nonpayment is solely due to Lender's failure to remit a mandatory insurance premium to the Secretary. such nonpayment. Notwithstanding the foregoing, this option may not be exercised by Lender within the availability period, declining to issue this Security instrument and the Note received thereby, shall be deemed conclusive proof of instrument. A written statement of any authorized agent of the Security instrument to 60 days from the date instrument and nonwithstanding any thing in paragraph 9, require immediate payment in full of all sums secured by this Security and capable for issuance under the National Housing Act within 60 days from the date hereof. Lender may, at its option (e) **Forfeiture Not Trespassed.** Borrower agrees that should this Security instrument and the Note secured thereby not be

11. **Acceleration of Obligations of the Secretary.** instrument does not authorize acceleration of obligations if not permitted by regulations of the Secretary. unless in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security (d) **Regulations of HLD Secretary.** in many circumstances regulations issued by the Secretary will limit Lender's not require such payments, Lender does not waive its rights with respect to subsequent events.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require acceleration of the Secretary.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretray, sell or lease to another who would permit Lender to require immediate payment in full, but Lender does not require acceleration of the Secretary.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults,

9. **Grounds for Acceleration of Debt.**

8. **Waiver.** Lender may collect fees and charges authorized by the Secretary.

outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto, referred to in paragraph 2, or claim the amount of such payments. Any excess proceeds over an amount required to pay all

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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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FHA Case No.

131-7195312 729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **30th** day of **September**, **1993**, 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

Home Family Mortgage Corp

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

1524 S. HIGHLAND AVENUE, BERWYN, IL 60402

[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:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of **January**, **1995**, 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 used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. 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

3.616290

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 (D) of this Rider, 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.

FHA Multistate ARM Rider - 2/91

131-7195312-02

VAMP MORTGAGE FORMS 131-293-8100 1-800-521-7291

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space below this line reserved for identification

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

(E) Notice of Changes

(d) **Calculation of Payment Change**
If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment principal and interest which would be owed on the unpaid principal balance in full at the maturity date if the new interest rate which would be necessary to repay the unpaid principal balance in full at the maturity date 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 of any prepayments to Principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.