RECORD AND RETURN TO: ALLIED REALTY FINANCIAL CORPORATION 9957 SOUTH ROBERTS ROAD PALOS HILLS, ILLINOIS



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State of Illinois

MORTGAGE

131:7330864-729

93-32448

THIS MOR'TGAGE ("Security instrument") is made on . The Mortgagor is NOVEMBER ARMANDO GUZMAN, MARRIED TO LILIA S. GUZMAN AND SANTOS GUZMAN, MARRIED TO LETICIA GUZMAN DEPT-11

\$31.00 T04444 TRAN 9787 11/18/93 14:21:00 60639 \$5498 \$ -93-929125 2171 NORTH MELVINA AVENUE, CHICAGO, ILLINOIS COOK COUNTY RECORDER ("Borrower"). This Security Instrument is given to

ALLIED REALTY FINANCIAL CORPORATION

THE STATE OF ILLINOIS which is organized and existing under the laws of

, and whose

9957 SOUTH ROBERTS ROAD PALOS HILLS, ILLINOIS 60465

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

ONE HUNDRED FIVE THOUSAND SIX HUNDRED FIFTY AND 00/100

Dallars (U.S. \$ 105,650.00

This dabt 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 1, 2023 This Security Instrument secures to Lendor: (a) the repayment of the debt evidenced by the Nove, with Interest, and all renowals, 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 lastrument and the Note. For this purpose, Borrower does hereby morrgage, grant and convey to Lender the following described property located in COOK

LOT TWO (2) IN BLOCK TEN (10) IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY) ACCORDING TO PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT NUMBER 41516, IN COOK COUNTY, ILLINOIS.

13-32-120-002

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which has the address of 2171 NORTH MELVINA AVENUE, CHICAGO Zio Code ("Property Address"); Illinois 60639

Fage 1 of # VMF MIRTGAGE FORMS - 13131383/6100 - (\$00)\$21-7391

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TOGETHER WITH all the improvements now or hereafter, creeted 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 seised 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 levier 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 instartment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount satisfient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each them shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts coffected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments field 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 it 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 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. 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 subgricient to accumulate 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 but 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 moriging insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refine any excess funds to a 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 tents, 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 called 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 hereto.

In the event of for closure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, the 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 occury, 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 cominit 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 lake 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 condex 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, Socrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and tee 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 pirform 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 mounts 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 DPS [61]

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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 lees 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,

on the dute of the next mentally manned or (i) Bostower definited by this Security Instrument prior to or require introduct payment in the country of all sums secured by this Security Instrument it:

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) Safe Without Credit Approval. Lender shall, if permatted by applicable law and with the prior approval of the

Secretary, require innitediate payment in full of all sums secured by this Security Instrument it:

otherwise transferred (other than by destree 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 Secretify.

(c) No Waiver. It circums arees occur that would permit Lender to require immediate payment in full, but Lender does

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(d) Regulations of HUD Secretary, in many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment delocits to require immediate payment in full and foreclose it and paid. This Security Instrument does not authorize accelerator of foreclosure it not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees four should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Fouring A.t. within 60 days from the date bereof, Lender may, at its option and notwithstanding anything in paragraph 9, require it unedtate payment in full of all sums secured by this Security instrument. A written statement of any authorized agent of the Security dated subsequent to 60 days from the date bereof, declining to insure this Security Instrument and the observed thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option are exercised by Lender when the unavailability such inclusive proof of insurance is solely due to Lender's failure to remut a mortgage mean men premium to the Secretary.

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's failure to pay an amount due under the Note or this Security Instrument, and tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that a secure shall remain in effect as I Lender had not required immediate payment in full. However, Lender is not required to permit caircatatement if; (i) Lender has not required immediate payment in full. However, Lender is not required to permit caircatatement if; (i) Lender has not required in the commencement of foreclosure proceedings within two years increatistic precipit the commencement of a current foreclosure proceeding, (ii) reinstatement of a current foreclosure proceeding, (ii) reinstatement will adversely affect the priority of the hen created by this Security Instrument.

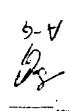
1). Borrower Not Released; Forhearance By Lender Not a Waiver, Extension of the time of payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or tetuse 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's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the

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12. Successors and Assigns Bound; Joint and Several Ginbility; Co-Signurs. 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 value the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with application 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. Borrover 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 vents 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 Londer's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has no, 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, bender 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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20. Riders to this Saury; Instrument, if one of Security Instrument, the coverance of each such rider		
and agreements of this Security instrument as if the rid		and brothers suggested in the community
(Check applicable box(us))	· ·	
	iduated Payment Rider	recity)
Planned Unit Development Rider La Gre	owing Equity Rider	
	$\mathcal{O}_{\mathcal{L}}$	
BY SIGNING BELOW, Borrower accepts and ag-	the transfer to the control of the c	rimani umi in anu sidaelei
executed by Borrower and Cocorded with II.	ces to the of this contained to this scounty that	bullett with the min Hodi(s)
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	DH. TOS GILLHI	(Seel)
	SANTOS GUZMAN	-Воло <b>ч</b> ы
**SIGNING NOT AS MORTGAGOR BUT FOR THE PURPOSE OF WAIVING ANY HOMESTEAD AND M	SOLE ARITAL NIGHTS.	
· Lilia & Guzman	(Soul) Lettle Commen	(Scal)
*LILIA S. GUZMAN	Dorrower **LETICIA GUZMAN	-Ваноми
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STATE OF ILLINOIS. Courc	County sa:	Co
STATE OF ILLINOIS, COURS	, a Notary Public in and for said county a	nd state do hareby curtify
that		
ARMANDO GUZMAN, MARRIED TO LILIA. LETICIA GUZMAN	S. GUZMAN-AND SANTOS GUZMAN, MARK	LED TO
PETICIA GOMMAN	, personally known to me to be the same	parson(s) whose name(s)
subscribed to the foregoing instrument, appeared before		
	the this way in leadacht mile envelope and feet and	I
signed and delivered the said instrument as THIL	is free and voluntary act, for the upek and	· · · · · · · · · · · · · · · · · · ·
signed and delivered the said instrument as THI.	free and voluntary act, for the user and day of November 2	. 1883 .
Given under my hand and official seal, this \$75	free and voluntary act, for the user and day of November 2	· · · · · · · · · · · · · · · · · · ·
	free and voluntary act, for the user and day of November 2	. 1883 .
Given under my hand and official seal, this 877.  My Commission Expires: ///24//9#	free and voluntary act, for the upon and day of November 2 Migus Notary Public NOTARY PURPLES	. 1883 .
Given under my hand and official seal, this \$75	free and voluntary act, for the upon and day of November 2 Migus Notary Public NOTARY PURPLES	. 1883 .