

UNOFFICIAL COPY

1864980

AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515

BOX 392

93937504

93937504

LOAN NO. 3872874

[Space Above This Line For Recording Data]

STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.
131.7347830 703

This Mortgage ("Security Instrument") is given on November 10, 1993. The Mortgagor is MARIO B. GAMEZ and HERLINDA GAMEZ, HIS WIFE

whose address is 2831 NORTH KENNETH AVENUE, CHICAGO, IL 60641

("Borrower"). This Security Instrument is given to MIDWEST FUNDING CORPORATION

which is organized and existing under the laws of ILLINOIS

1020 31st Street, Suite 300, Downers Grove, IL 60515

and whose address is

("Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Nine Thousand Five Hundred Dollars and no/100

Dollars (U.S. \$ 139,500.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 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 33 IN BLOCK 4 IN E. G. PAULINGS BELMONT AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 33 FEET THEREOF AND EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$27.00
T40011 TRAN 8198 11/17/93 14:40:00
15180 * -93-937504
COOK COUNTY RECORDER

Tax I.D. #: 13-27-127-010

which has the address of 2831 NORTH KENNETH AVENUE
[Street]
Illinois 60641 ("Property Address")
[Zip Code]

CHICAGO
[City]

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."

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.

27/2

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

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment,

together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and

special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the

Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably

estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the

estimated amount. The full annual amount for each item shall be accumulated by Lender within a period ending one

month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b)

and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly

payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the

estimated amount of payments required to pay such items when due, and if payments on the Note are current, then

Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the

estimated payments 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 sufficient to accumulate

the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage

insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge

shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account

shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance

premium installment. Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund

Borrower's account she if be credited with any balance remaining for all installments for items (a), (b) and (c).

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

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

Secretary instead of the monthly mortgage insurance premium;

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

insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether

now in existence or subsequently erected, against all 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 paid by Lender and shall include loss payable clauses in favor

of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not

made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment

for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds

may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security

Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or

(b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not

extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount

of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under

the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the

indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days

after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal

residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause

undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower

shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or

substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may

inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action

to protect the Property 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 (a) 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

or 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 insurances 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 payments.

PHILIP MORTGAGE FORM

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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 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 the 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) Regulation 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.

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 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.

93357504

Property of Cook County Clerk's Office

(Name) KATHY A. WIEBERT
KATHY A. WIEBERT FUNDING CORPORATION
SUITE 401
1020 EAST STREET
COOKERS GROVE, ILLINOIS 60515
(Address)

This instrument was prepared by:

Notary Public
[Signature]

My Commission expires:

Given under my hand and official seal, this 10th day of November, 1995

free and voluntary act, for the uses and purposes therein set forth, personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as

that MARIO B. GAMEZ AND HERLINDA GAMEZ, HIS WIFE
I, *[Signature]*, Notary Public in and for said county and state, do hereby certify

STATE OF ILLINOIS, Cook County ss:

(Seal) _____

(Seal) _____

(Seal) *[Signature]* HERLINDA GAMEZ

(Seal) *[Signature]* MARIO B. GAMEZ

Witnesses *[Signature]*

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Condominium Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other (Specify) _____
- Growing Equity Rider

(Check applicable box(es)).

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 in a part of this Security Instrument.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: