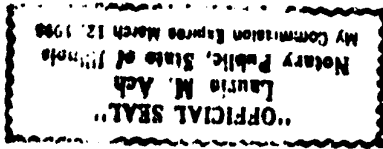


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(Page 4 of 4 pages)



(Name) KIM NIERBAGZ
1301 N. BASSWOOD, 4TH FLOOR
SCHAMBERG, IL 60173
(Address)

This instrument was prepared by: _____
My Commission expires: 3/12/96
Given under my hand and official seal, this 23 day of NOV 1992

do hereby certify that APOLINAR ROMAN, A BACHELOR AND SANTIAGO ROMAN, A BACHELOR AND HERMILDO GALINDO, PERSONALLY KNOWN TO ME (OR THE SAID PERSONS) WHOSE NAME(S) GALINDO, AND HERMILDO GALINDO, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY WERE AND VOLUNTARILY WERE, FOR THE USES AND PURPOSES THEREIN SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWNERS.

STATE OF ILLINOIS, COOK COUNTY ss: _____

Witnesses: _____
APOLINAR ROMAN (Seal) _____
SANTIAGO ROMAN (Seal) _____
HERMILDO GALINDO (Seal) _____
ANGELICA GALINDO, SIGNING FOR THE SOLE PURPOSE OF WAIVING HER HOMESTEAD RIGHTS. (Seal) _____

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

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

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. (Check applicable box(es)).

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, 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.
- 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 recording costs.
- 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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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) **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 **9 MONTHS** 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 **9 MONTHS** 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. 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.

99356157

BANK UNITED OF TEXAS FSB
1301 N. BASSWOOD ROAD 4TH FLOOR
SCHAUMBURG, IL. 60173

AND WHEN RECORDED MAIL TO

BANK UNITED OF TEXAS FSB
1301 N. BASSWOOD 4TH FLOOR
SCHAUMBURG, IL 60173

ATTN: POST CLOSING
LOAN #964526

UNOFFICIAL COPY

BOX 392

93036158

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to

BANK UNITED OF TEXAS FSB

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated NOVEMBER 23, 1992 executed by ANTONINAR ROMAN, A BACHELOR AND SANTIAGO ROMAN, DIVORCED NOT SINCE REMARRIED AND HERMILO GALINDO, MARRIED TO ANGELICA GALINDO

DEPT-11 RECORD - Y \$23.00
T#6666 TRAN 5640 01/14/93 12:41:00
#8236 # --93-036158
COOK COUNTY RECORDER

to NATIONAL MORTGAGE AND LOAN SERVICES
a corporation organized under the laws of THE STATE OF ILLINOIS
and whose principal place of business is 2548 W. DIVISION STREET, CHICAGO, IL. 60622

and recorded in Book/Volume No. COOK County Records, State of Illinois, as Document No. 93036157

described hereinafter as follows:
LOT 12 IN BLOCK 16 IN GRAND AVENUE ESTATES, A SUBDIVISION OF THAT PART SOUTH OF WEST GRAND AVENUE OF THE NORTH 3/4 OF WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 33 FEET OF THE SOUTH 1/4 OF SAID WEST 1/2 OF NORTHWEST 1/4, IN COOK COUNTY ILLINOIS.

TAX I.D.#13-32-118-037-0000

93036158

Commonly known as: 2152 N. MERRIMAC AVENUE
CHICAGO, IL. 60639

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF Cook

NATIONAL MORTGAGE AND LOAN SERVICES

On Oct. 19th 1992 before me, the (Date of Execution)

Robert Maldonado
BY: ROBERT MALDONADO
ITS: PRESIDENT

undersigned, a Notary Public in and for said County and State, personally appeared ROBERT MALDONADO known to me to be the PRESIDENT and known to me to be

WITNESS:

of the corporation herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

Notary Public Migdalia Ruiz Cook County, My Commission Expires 3/4/95

OFFICIAL SEAL
MIGDALIA RUIZ
NOTARY PUBLIC, STATE OF ILLINOIS
(THIS AREA NOT TO BE REPRODUCED)

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Property of Cook County Clerk's Office

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