

UNOFFICIAL COPY

ILLINOIS FHA MORTGAGE
MAR-1201 PAGE 1 OF 4 (7/91)
Replaces MAR-1201 (REV 8/90)

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.

2031 N LECHE AVE CHICAGO, IL 60639

which has the address of

Property of Cook County Clerk's Office
93180158

DEPT-01 RECORDING
11111 TAMAN 8678 03/10/93 11:59:00
46025 : * 53-180158
COOK COUNTY RE-CORDER
627.50

WAS-51337746B

LOT 28 IN BLOCK 2 IN MORRIS SUBDIVISION OF THE EAST
CHERRY DIVISION OF THE WEST 609.3 FEET OF LOT 6 IN COUNTY
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN 813-33-225-009-0000

County, Illinois:

One Hundred Fourteen Thousand, Two Hundred Seventy-Eight and 00/100 Dollars (U.S. \$ 14,278.00). 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 March 1st. 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 performance of Borrower's covenants and agreements under paragraph 6 to protect the security of this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

the State of New Jersey (the "Lender"), Borrower owes Lender the principal sum of

MARGARETTEN & COMPANY, INC.

whose address is 2031 N LECHE AVE CHICAGO, IL 60639

(Borrower). This Security Instrument is given to

The Mortgage is made on
The VICTOR BARBERA, RACHLOR AND ELITA M BARBERA, SPOUSERS

February 25th, 1993

60904418

FHA Case No. 13169R8728798

MORTGAGE

State of Illinois

93180158

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X

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

17. Foreclosure Procedure: Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 cost 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 rights of homestead exemption in the Property.

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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.

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:

Marianne J. Nelson

Victor Bahena
VICTOR BAHENA-Borrower

Lilia M. Barrera
LILIA M BARRERA-Borrower

-Borrower

-Borrower

93180106

STATE OF ILLINOIS,

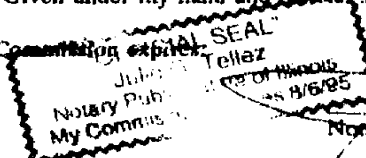
COUNTY ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that VICTOR BAHENA, BACHELOR AND LILIA M BARRERA, SPINSTER

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, they) signed and delivered the said instrument as (his, her, the/r) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of February, 2003

My Commission expires:



Julian Tellez
Notary Public

This instrument was prepared by:

MARGARETTEN & COMPANY INC
625 NORTH O
PALATINE IL 60067

MAIL TO:

MARGARETTEN & COMPANY, INC.
1 RONSON ROAD
ISELIN, NJ 08830

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

at

o'clock

m., and duly recorded in Book

of

Page

UNOFFICIAL COPY

93180158

State of Illinois

MORTGAGE

FHA Case No.

1316988726796

60904418

THIS MORTGAGE ("Security Instrument") is made on

February 26th, 1993

The Mortgagor is

VICTOR BARRERA, BACHELOR AND LILIA M BARRERA, SPINSTER

whose address is

2031 N LECLAIRE CHICAGO, IL 60639

MARGARETTEN & COMPANY, INC

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

which is organized and existing under the laws of

the State of New Jersey

, and whose

address is One Robson Road, Iselin, New Jersey, 08830

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

One Hundred Fourteen Thousand, Two Hundred Seventy-Eight and 00/100

Dollars (U.S. \$ 14,278.00). 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

March 1st, 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 28 IN BLOCK 2 IN MORAN'S SUBDIVISION OF THE EAST 598 FEET OF THE WEST 609.3 FEET OF LOT 4 IN COUNTY CLERK'S DIVISION OF THE EAST 3/4 OF SECTION 33, TOWNSHIP 4D NORTH, RANGE 13, EAST OF THE HURD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PIN #13-33-225-009-0000

DEPT-01 RECORDING 427.50
13111 TRM 8678 03/10/93 11:59:00
36025 3 8-915-1321158
COOK COUNTY RECORDER

93180158

which has the address of

2031 N LECLAIRE CHICAGO, IL 60639

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.



WAS-S1337746B

93180158

1. **Payment of Principal, Interest and Late Charge.** Borrower and Lender covenant and agree as follows:
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 levied or to be levied against the Property; (b) less than one-half of the annual amount, 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 the 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 tends 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 that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower immediately prior to a fore-closure 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;
Second, to any taxes, special assessments, less than one-half of the annual amount, 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 any hazard, casualties and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amount 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, 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 payment 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 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, Leasehold, 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 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 lease 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 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 the Lender, shall be immediately due and payable.

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

17. Foreclosure Procedure: Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 cost 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 rights of homestead exemption in the Property.

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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.

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:

Marianne J. [Signature]

Victor Bahena
VICTOR BAHENA-Borrower

Lilia M. Barrera
LILIA M BARRERA-Borrower

-Borrower

-Borrower

93180158

STATE OF ILLINOIS,

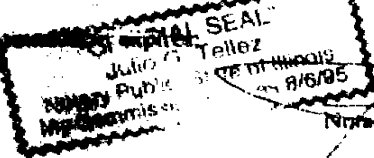
COUNTY ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that VICTOR BAHENA, BACHELOR AND LILIA M BARRERA SPINSTER

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, they) signed and delivered the said instrument as (his, her, their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *26th* day of *February*, 2005

My Commission expires



[Signature]
Notary Public

This instrument was prepared by: MARGARETTEN & COMPANY INC
625 NORTH CL
PALATINE IL 60067

MAIL TO:
MARGARETTEN & COMPANY, INC.
1 RONSON ROAD
ISELIN, NJ 08830

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the _____ day of

at _____ o'clock

_____ m., and duly recorded in Book _____ of

Page _____

