

RETURN TO:
BANK UNITED OF TEXAS FSB
DBA COMMONWEALTH UNITED MTC
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG ILLINOIS 60173

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009757150

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BOX 260

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FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.
031-6992209
703

This Mortgage ("Security Instrument") is given on MARCH 1ST, 1993
The Mortgagor IDENTINO MENA , A BACHELOR, AND GONZALO RODRIGUEZ , A
BACHELOR, AND CARMEN CORRAL , MARRIED TO JESUS CORRAL

whose address is 4840 S. LAFLIN STREET, CHICAGO, ILLINOIS 60609 93191467

BANK UNITED OF TEXAS FSB

which is organized and existing under the laws of UNITED STATES , and whose
address is 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

("Lender"). Borrower owes Lender the principal sum of
SIXTY THOUSAND FOUR HUNDRED NINE AND 00/100

Dollars (U.S. \$**60,409.00). 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 . 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

LOT 32 IN BLOCK 3 IN THE RESUBDIVISION OF BLOCKS 3 AND 4 IN KAYS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AND THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-08-109-041

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49046 * 23-191467
COOK COUNTY RECORDER

which has the address of 4840 S. LAFLIN STREET
(Street)

CHICAGO
(City)

Illinois 60609 ("Property Address");
(Zip Code)

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.

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(page 4 of 4 pages)

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NON-LITIGATION 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, 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 attorney's fees and costs of the 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 reconditioning costs.

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

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 they were a part of this Security instrument.

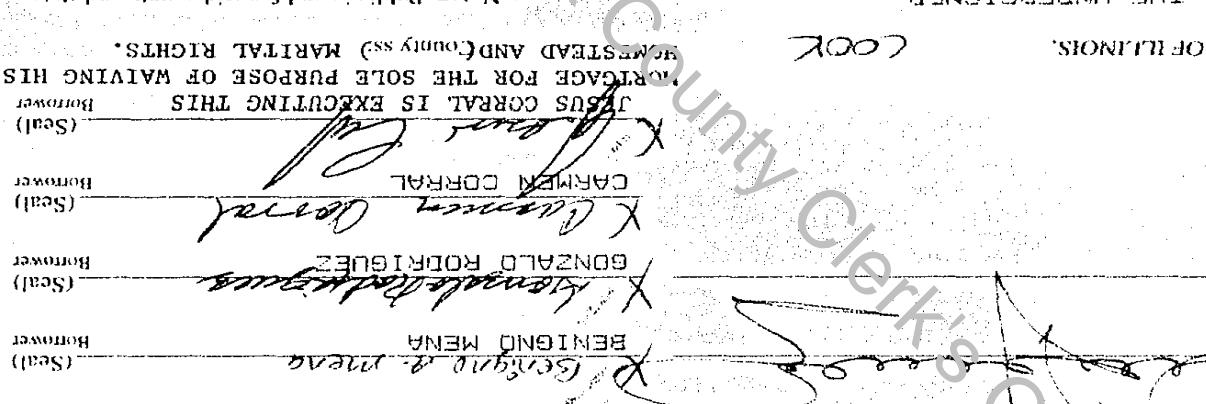
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

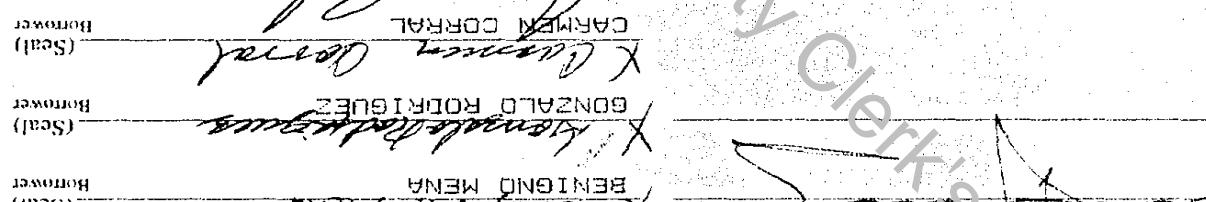
Planned Unit Development Rider Other [Specify] condominium Rider Grandfathered Rider Growing Equity Rider

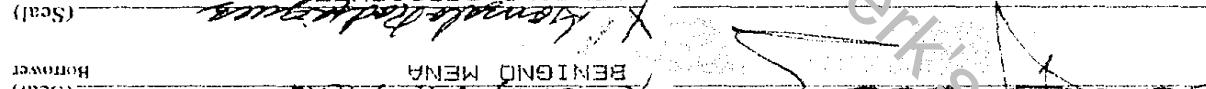
Check applicable boxes(es).
[] Covenants and Agreements of this Security instrument as if they were a part of this Security instrument.

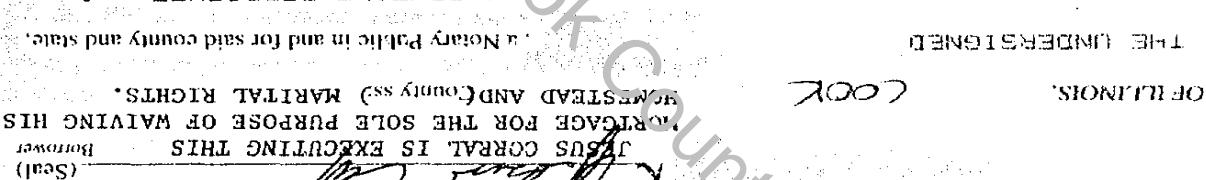
Covenants and Agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if they were a part of this Security instrument.

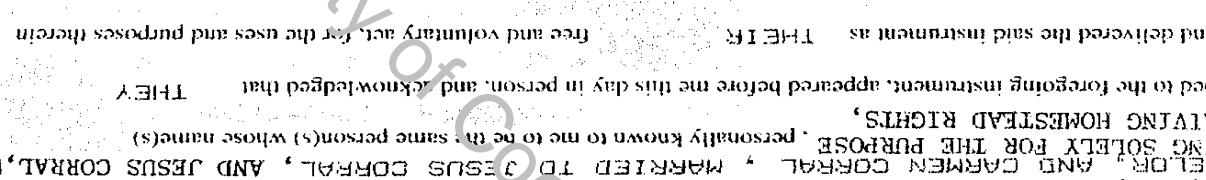
Witnesses:

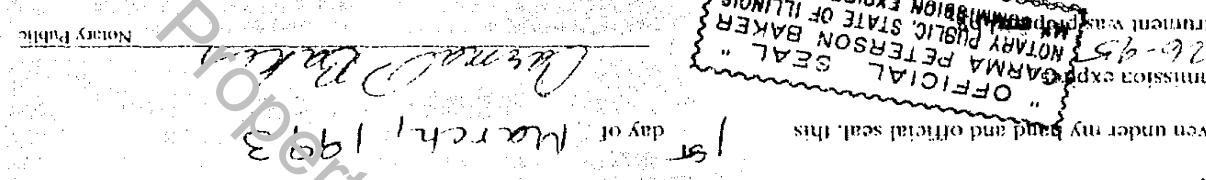

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(Seal)
Borrower

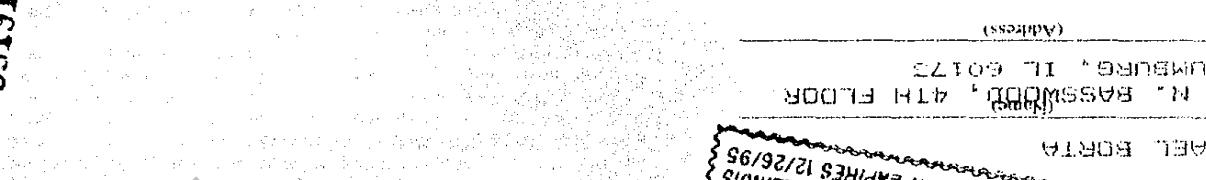

JESUS GONZALO RODRIGUEZ
(Seal)
Borrower

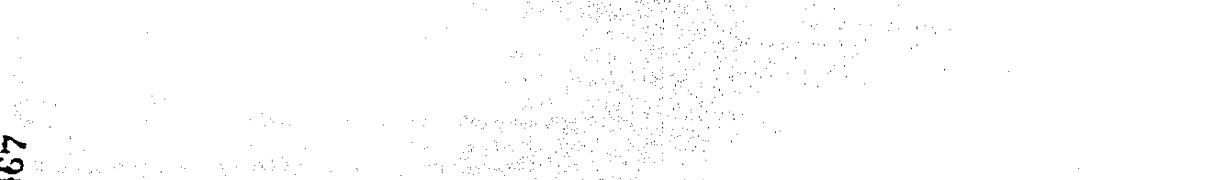

CARMEN CORRAL
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Borrower


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Borrower


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<img alt="Signature of Carmela

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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

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

from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such insufficiency. 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's 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, 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.

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7. **Condemnation.** The proceeds of any award or claim for damages; direct or consequential, in connection with any condemnation of other property, or of any part of the Property, for the taking of the same for public purposes, or for any other purpose, shall be paid to Lender as such proceeds to the full amount of the indebtedness that remains unpaid under the Note and this Security instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to preparement of principal. Any application of the proceeds to the principal shall not exceed or postpone the due date of the monthly

Any portions 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

1 Borrower fails to make these payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this security instrument, or fails to pay taxes or insurance premiums.

6. **Chargers to Borrower and Protection of Lenders' Rights in the Property.** Borrower shall pay all government taxes or other charges to Lenders which are due or become due during the term of the Note.

coupling with the provisions of the lease. If broader powers were to be added to the Proprietor, the lessor should add free title shall not

markedly less or inaccurate information or statements to Lender (or for that matter to anyone else) than the loan documents themselves, it is the intent of the parties that the Note, including, but not limited to, representations concerning information in connection with the loan evidenced by the Note, shall be the controlling document in the event of any conflict between the Note and any other instrument or document.

and the execution of this security measure will be carried out as quickly as possible. The Secretary of State will be informed of any circumstances which are beyond Bottower's control. Bottower shall not commit waste or destroy, damage or subvert any evidence of any circumstances. Bottower shall not cause or destroy, damage or subvert any evidence of any circumstances.

Excess insurance proceeds over and above what is required to pay an outstanding debt will be paid to the entity legally entitled thereto.

trust to any depository bank, and then to the prepayment of principal, or (b) to the transfer of the depository account to the order of the holder in payment of such amount.

made promptly by Boltowec. Each insurance company can see need is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Boltowec, instead of to Boltowec and to Lender only. All or any part of the insurance proceeds may be applied by Lender, as in his opinion, editor (a) to the reduction of the Note and this Security instrument or (b) to the best of his knowledge, in the order in which he sees fit.

polices and any renewals shall be held by Lender for such indefinite loss payable clauses in favor of, and in a form acceptable to, Lender.

regulates insurance shall be metric adopted in 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 premium shall be paid by the Borrower.

Article III. To take charges due under the Deed.

SECTION 1. Premiums, as required by the insurance company, shall be paid in advance, to the agent or broker, and shall be non-refundable.

FIRST, to the mortgagor his life insurance premium to be paid by Lenard to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, state and local assessments, leaseshold payments or ground rents, and fire, flood and other hazard

premium insurance instead of his hot dog stand. Lender has the right to demand immediate delivery of the property prior to pay to the Secretary and Lender shall have the right to require payment of the premium insurance instead of his hot dog stand under the terms and conditions set forth in the agreement between Lender and Borrower.

If Borrower's remedies to redress the full payment of all sums secured by this Security Instrument are insufficient to pay off the Secured Party and any mortgagee in full and any amounts payable under this Note, Borrower shall pay the deficiency.

Secretary. Each mortgagor shall remain obligated to pay all amounts due under the mortgage agreement until such time as the principal balance has been paid in full.

desirous, I may year in which the Leader must pay a monthly insurance premium to the Secretary, each monthly payment shall also include either: (1) an annual monthly insurance premium of the amount of a non-age insurance premium or (ii) a monthly charge instead of a monthly insurance premium it this Security premium is held by the Secretary, or (iii) a monthly installment of the annual monthly insurance premium to be paid by Leader to the Secretary.

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.

which obtain under the law of contracts concerning payment of debts due and payable, except that such void the same notwithstanding the time before they become due.

Each holding institution will receive (a), (b) and (c) such amounts and/or the equivalent of the amount specified in paragraph 10 above.

together with the principles and interests set forth in the Note and any late charges, an instatement of any (a) leases and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for monthly instalments for items (a), (b) and (c) shall equal one-tenth of the annual amounts, as reasonably

the debt evidenced by the Note and interest and late charges due under the Note.