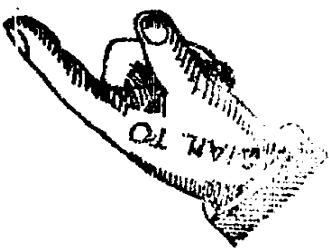


**UNOFFICIAL COPY**

*41344065*  
RETURN TO:  
BANK UNITED OF TEXAS FSB  
DBA COMMONWEALTH UNITED MTG  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG ILLINOIS 60173



93301997

DEPT-01 RECORDING \$27.50  
T#1111 TRAN 9350 04/23/93 11:07:00  
04710 \* -P3-301997  
COOK COUNTY RECORDER

**FHA MORTGAGE**

STATE OF ILLINOIS

FHA CASE NO.  
131-7045735  
703

This Mortgage ("Security Instrument") is given on **APRIL 13TH, 1993**.  
The Mortgagor is SERGIO R. ROBLES MARRIED TO OLIVIA ROBLES, RAMON  
ROBLES MARRIED TO CONSTANTINA ROBLES

whose address is **3012 S. HOMAN AVENUE, CHICAGO, ILLINOIS 60623**

(“Borrower”). This Security Instrument is given to  
**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  
**EIGHTY SEVEN THOUSAND FIVE HUNDRED FIFTY AND 00/100**

Dollars (U.S. \$~~\*\*~~87,550.00).  
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 **MAY 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 6 IN WITTKE AND PINKERT'S HOMAN AVENUE ADDITION, BEING A SUBDIVISION OF BLOCK 22 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**  
P.I.N. 16-26-427-029

969103397

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which has the address of **3012 S. HOMAN AVENUE** *[Street]* **CHICAGO** *[City]*  
Illinois **60623** *[Zip Code]* (“Property Address”);

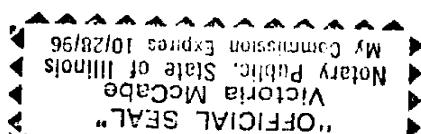
**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.” *2750*

**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)

Notary Public



Given under my hand and official seal, this 13th day of April 1993  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY  
do hereby certify that SERGIO R. ROBLES MARRIED TO OLIVIA ROBLES (AND OLIVIA ROBLES  
a Notary Public in and for said county and state,  
Signed and delivered the said instrument as THEIR  
My Commission expires:  
MICHAEL BORTA  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, IL 60173  
(Name)  
This instrument was prepared by:  
set forth.

1. THE UNDERSIGNED  
STATE OF ILLINOIS.  
Cook County ss:

MORTGAGE FOR THE SOLE PURPOSE OF MAINTAINING HER HOMESTEAD RIGHTS  
CONSTANTINA ROBLES IS EXECUTING THIS MORTGAGE FOR THE SOLE PURPOSE OF MAINTAINING HER HOMESTEAD RIGHTS  
OLIVIA ROBLES IS EXECUTING THIS MORTGAGE FOR THE SOLE PURPOSE OF MAINTAINING HER HOMESTEAD RIGHTS  
RAMON ROBLES IS EXECUTING THIS MORTGAGE FOR THE SOLE PURPOSE OF MAINTAINING HER HOMESTEAD RIGHTS  
X Constantina Robles  
X Ramon Robles  
X Sergio Robles  
Sergio Robles (Seal)  
Ramón Robles (Seal)  
Constantina Robles (Seal)  
Moreover (Seal)  
Moreover (Seal)  
Moreover (Seal)

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

Planned Unit Development Rider     Other (Specify) \_\_\_\_\_  
 condominium Rider     Graduated Payment Rider     Growing Equity Rider

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).)

19. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument with reasonable fees and costs of title evidence.  
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 provided in this paragraph 17, including, but not limited to,  
entitled to collect all expenses incurred in pursuing the remedies permitted by applicable law. Lender shall be  
entitled to collect all expenses incurred by judicial proceeding the remedies provided in this paragraph 17, including, but not limited to,  
reasonable attorney's fees and costs of title evidence.

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

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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.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 damages, direct or consequential, in connection with any option of Lender, shall be immediately due and payable.

Any amounts disbursed by Lender under this paragraph shall bear interest from the date of disbursement, at the Note rate, and be secured by this Security instrument. These amounts shall apply to the reduction of the unpaid balance 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 the principal held by Lender.

When Lender may do and pay whenever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's rights in the Property (such as a proceeding in bankruptcy), for condemnation or the full amount under the Note and this Security instrument or other taking of any part of the Property, or for conveyance in place of condemned land, are hereby assigned and shall be paid to Lender in exchange of the Note and this Security instrument or other items held by Lender.

If Borrower fails to make these payments required to Lender under this paragraph 2, or fails to perform any other covenant and agreement contained in this Security instrument, or there is a proceeding under laws or regulations, covering any rights in the Property that may significantly affect Lender's rights in the Property, Lender may do and pay whenever is necessary to the entity which is owed the payment. If failure to pay would adversely affect Lender's interests in the time directly to the Borrower, fees and impossibilities that are not included in Paragraph 2, Borrower shall pay all expenses of removal or make these payments required to Lender to perform these payments.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all government charges to Lender after the transfer of title to the Borrower in writing.

Property, upon Lender's request Borrower shall promptly furnish to Lender its interest in the time directly to the Borrower, fees and impossibilities that are not included in Paragraph 2. Borrower shall pay all expenses of removal or make these payments required to Lender to perform these payments.

7. **Occupancy, Preservation, Maintenance and Loan Application.** Lender shall be entitled to the event of foreclosure of this Security instrument or other transfers of title to the Borrower in writing.

In the event of foreclosure of this Security instrument or other transfers of title to the Borrower in writing, Lender shall be entitled to the event of foreclosure of this Security instrument or other transfers of title to the Borrower in writing.

8. **Fire, Flood and Other Hazards.** Borrower shall pay all insurance premiums on the Note and this Security instrument to Lender, in its option, either (a) to the reduction of the full indebtedness under the Note and this Security instrument, or (b) to the payment of loss directly to Lender, instead of to Borrower and to Lender, instead of to the Borrower, whichever is greater.

Such loss directly to Lender, instead of to the Borrower and to Lender, instead of to the Borrower, whichever is greater, shall be credited to the Borrower, except that Lender may make proof of loss if not acceptable to Lender.

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

9. **Fire, Flood and Other Hazards.** Borrower shall pay all insurance premiums on the Note and this Security instrument to Lender, in its option, either (a) to the reduction of the full indebtedness under the Note and this Security instrument, or (b) to the payment of loss directly to Lender, except that Lender may make proof of loss if not acceptable to Lender.

10. **THIRD, to Mortgagor.** Each insurance claim arising out of the Note and this Security instrument, made payable by Borrower, shall be paid to Lender, instead of to the Borrower, whichever is greater.

11. **SECOND, to Mortgagor.** Each insurance claim arising out of the Note and this Security instrument, made payable by Borrower, shall be paid to Lender, instead of to the Borrower, whichever is greater.

12. **FIRST, to Mortgagor.** Each insurance claim arising out of the Note and this Security instrument, made payable by Borrower, shall be paid to Lender, instead of to the Borrower, whichever is greater.

13. **Apportionment of Premiums.** All payments under Paragraphs 1 and 2 shall be apportioned by Lender as follows:

14. **Borrower.** To Lender the full payment by Lender for all insurables by Lender is now due and owing to Lender prior to the date of the Note and this Security instrument, made payable by Borrower, except that Lender may make proof of loss directly to Lender, instead of to the Borrower, whichever is greater.

15. **Secondary Mortgagors.** Each monthly premium on the Note and this Security instrument, made payable by Borrower, shall be paid to Lender, instead of to the Borrower, whichever is greater.

16. **As used in this Security instrument, "Secondary" means the Secretery 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 Secretery, each monthly premium is due to the Secretery; or if this Security instrument is held by the Secretery, each monthly premium is due to the Secretery.**

17. **Each monthly insurance premium with Lender shall be paid to the Secretery, each annual mortgage insurance premium is due to the Secretery; or (ii) a monthly charge instead of a monthly mortgage insurance premium shall be in an amount sufficient to accumulate to the full annual premium to pay to the Secretery, and any monthly charge instead of a monthly mortgage insurance premium shall be paid to the Secretery. Each monthly insurance premium of the Note and this Security instrument is held by the Secretery, or (iii) a monthly charge instead of a monthly mortgage insurance premium shall be in an amount sufficient to accumulate to the full annual premium to pay to the Secretery, and any monthly charge instead of a monthly mortgage insurance premium shall be paid to the Secretery.**

18. **As used in this Security instrument, "Secondary" means the Secretery 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 Secretery, each monthly premium is due to the Secretery; or if this Security instrument is held by the Secretery, each monthly premium is due to the Secretery.**

19. **Each monthly insurance premium with Lender shall be paid to the Secretery, each annual mortgage insurance premium is due to the Secretery; or (ii) a monthly charge instead of a monthly mortgage insurance premium shall be paid to the Secretery, and any monthly charge instead of a monthly mortgage insurance premium shall be paid to the Secretery. Each monthly insurance premium with Lender shall be paid to the Secretery, each annual mortgage insurance premium is due to the Secretery; or (iii) a monthly charge instead of a monthly mortgage insurance premium shall be paid to the Secretery, and any monthly charge instead of a monthly mortgage insurance premium shall be paid to the Secretery.**

20. **Mortgagory Payments of Taxes, Insurance and Late Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges due to the Note, the amount of taxes, insurance and late charges due under the Note.

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