

UNOFFICIAL COPY

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

93326993

BOX 260

FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131-7059241
703

This Mortgage ("Security Instrument") is given on APRIL 15TH, 1993
The Mortgagor is CARMEN J. MARZULLO AND CYNTHIA V. MARZULLO, HUSBAND
AND WIFE.

whose address is 3246 N. OLcott AVE., CHICAGO, ILLINOIS 60634

(“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
ONE HUNDRED THOUSAND FIVE HUNDRED TWENTY EIGHT AND 00/100

Dollars (U.S. \$100,528.00).
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:

THE NORTH HALF OF THE LOT 106 IN H.O. STONE AND COMPANY'S FIRST ADDITION TO BELMONT AVENUE TERRACE, BEING A SUBDIVISION OF THE SOUTH 1240.1 FEET OF LOT 5 IN THE ASSESSOR'S DIVISION OF THE EAST HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, IN COOK COUNTY, ILLINOIS

P.I.N. 12-24-425-025 : DEPT-01 RECORDING \$27.00
: T\$0000 TRAN OF BY 05/03/93 14:59:00
: #8351 # *-23-326993
: COOK COUNTY RECORDER

which has the address of 3246 N. OLcott AVE. CHICAGO
(Street) (City)
Illinois 60634 ("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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Wittnesses:	
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in my rider(s) executed by Borrower and recorded with it.	
Borrower (Seal)	CARMEN J. MARZULLO CYNTHIA V. MARZULLO CARMELO A. MANGANO
Borrower (Seal)	CARMEN J. MARZULLO CYNTHIA V. MARZULLO CARMELO A. MANGANO
Borrower (Seal)	CARMEN J. MARZULLO CYNTHIA V. MARZULLO CARMELO A. MANGANO
Borrower (Seal)	CARMEN J. MARZULLO CYNTHIA V. MARZULLO CARMELO A. MANGANO
STATE OF ILLINOIS,	
I, THE UNDERSIGNED	
do hereby certify that CARMEN J. MARZULLO AND CYNTHIA V. MARZULLO, HUSBAND AND WIFE,	
, 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 THEY	
free and voluntarily act for the uses and purposes herein	
signed and delivered the said instrument as THEIR	
My Commission expires: set forth.	

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

17. **Forfeiture 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 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 recodation costs.
19. **Waiver of Homestead.** Borrower waives all right of homestead exception 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 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. Riders to 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 APPROPRIATE BOX(ES).

Conditional Rider **Graduated Payment Rider** **Growing Equity Rider** **Planned Unit Development Rider** **Other [Specify]**

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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 or award of claim for damages.** Direct or consequential, in connection with any taking of my part in my property, or for conveyance in place of condemnation, a sum 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 not exceed nor exceed or postpone the date of the maturity of principal. Any application of the proceeds to the principal shall not affect or postpone the date of payment of principal, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to payment of principal.

Any amounts unclaimed under this paragraph shall become the property of the State Security Fund by this Security Instrument. The 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.

Lenders' rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations) may do and pay whatever is necessary to protect the Property and Lender's rights in the Property.

Property, upon Lender's request or power shall promptly furnish to Underwriter receipts evidencing these payments.

be merged unless Leindeer agrees to the merger in writing.

Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall not compulsly with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not

Upon payment in full of the loan as demanded by the Note, the Lender shall release the Borrower from all obligations under this Note.

Leaseholders, 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 combine to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secreary determines this requirement will cause undue hardship.

In the event of foreclosure or other transfer of this Security Interest, to the Person Acquiring such interest.

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, i.e. change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding debts under the Note and this Deed of trust due to the fact that the principal payments have been suspended by the Noteholder.

In the event of loss, Borrower shall give Lennder notice by mail. Lennder may make proof of loss if not made promptly by Borrower. Each insurance company carried is hereby authorized and directed to make payment directly to Lennder. Instead of to Borrower and to Lennder, either (a) to the reduction of Premium or (b) to the sum less premium paid by Lennder, at its option, either (a) to the reduction of Premium or (b) to the preparation of instrument, whichever is less.

In extreme cases of subsidence injury received, defendant shall pay medical expenses, cast and crutch fees, and continuing expenses, including future, for which Lender receives full improvements on the Property. Lender now in existence or subsequently erected, agrees to pay losses by floods to the extent required by the Securitry. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include less payable clauses in favor of, and in a form acceptable to, Lender.

FOURTH: To amortization of the principal of the Note;
FIFTH: to late charges due under the Note;

SECOND, to any taxes, specific assessments, or charges imposed by insurance premiums, leasehold payments of ground rents, and fire, flood and other hazard insurance premiums due under the Act.

3. APP: To the mortgagee insuring its premium to be paid by Lender to the Secretery or to the monthly charge by the account shall be credited with any balance remaining to all instruments for items (a), (b) and (c).

If Borrower's Underwriters 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 instruments held by Lender in trust for items (a), (b) and (c) and premium remitted to Lender by Borrower for its acquisition by Lender. Borrower's Borrows' funds to Bonds to Bonds.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his/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 insurance premium instead of the annual mortgage insurance premium if it is paid by Lender to the Secretary, or (ii) a monthly charge instead of the monthly insurance premium if this Security instrument is held by the Secretary.

shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to the Borrower, at the option of Borrower. If the total of the payments made by Borrower to the Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments made on such items when due and if payments on the Note are current, then Lender

estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated debts, plus an amount sufficient to maintain an annual amount for each item shall be accumulated by Lender within a period of one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c).

(c) premiums for insurance required by Paragraph 4.
 (d) special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and
 (e) Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably

2. Monthly payments of Taxes, Insurance and Other Charges, Borrower shall include in each monthly payment, the debt evidenced by the Note and late charges due under the Note.