

# UNOFFICIAL COPY

AFTER RECORDING RETURN TO:

MID-AMERICA MORTGAGE CORPORATION  
361 FRONTAGE ROAD  
BURR RIDGE, ILLINOIS 60521

93337478

## FHA MORTGAGE

FHA CASE NO.

131:6827131-703

STATE OF ILLINOIS

This Mortgage ("Security Instrument") is given on

APRIL 23, 1993

The Mortgagor is ANASTACIO DIAZ AND JUANA H. DIAZ, HIS WIFE

whose address is 9720 S. AVE. "J", CHICAGO, IL 60617

DEPT-11 RECORD. I 635.50  
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("Borrower"). This Security Instrument is given to MID-AMERICA MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60521 ("Lender").

Borrower owes Lender the principal sum of SEVENTY TWO THOUSAND ONE HUNDRED DOLLARS

Dollars (U.S.\$ 72,100.00).

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 1, 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 9 (EXCEPT SOUTH 5 FEET THEREOF) AND THE SOUTH 10 FEET OF LOT 8 BLOCK 10, IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID NO. 26-05-323-024

which has the address of 9720 S. AVE. "J"

CHICAGO

Illinois

60617

(Street)

("Property Address");

(City)

(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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1. Payment of principal, interest and late charge.  
 Borrower shall pay when due under the Note, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges.  
 Lender shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an amount of any (a) taxes and special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. 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 each item when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the items payable to Lender 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. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall 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 this 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 is delinquent 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 foreclosure 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 interest premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;  
 SECOND, to any taxes, special assessments, household payments or ground rents, 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 hazards, casualties, and contingencies, including fire, for which Lender acquires 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, either (a) 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 due 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. Preservation and Maintenance of the Property, Leasehold.  
 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 loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. 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 to 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 any or all of the following (as 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 bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation.  
 The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and 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 apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to repayment of principal. 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, 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.

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## 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 is 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 primary 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 foreclosure if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of 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 attorney's 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 term 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 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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MID-AMERICA MORTGAGE CORPORATION  
Treasurer  
351 Frontage Road, Burr Ridge, IL 60521

My Commission expires: \_\_\_\_\_  
"OFFICIAL SEAL"  
Yolanda Betts  
Notary Public, State of Illinois  
My Commission Expires: 9/1/93  
This instrument was prepared by:

Given under my hand and official seal, this 30 day of APRIL, 1993.

Notary Public

signed and delivered the said instrument as \_\_\_\_\_ THEREAS, free an voluntary act, for the uses and purposes herein set forth.  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ ARE

H. DIAZ, HIS WIFE

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that ANASTACIO DIAZ AND JUANA

STATE OF ILLINOIS.

County as:

Cook

Borrower \_\_\_\_\_ (Seal)  
Borrower \_\_\_\_\_ (Seal)  
Borrower \_\_\_\_\_ (Seal) *Juana M. Diaz*  
Borrower \_\_\_\_\_ (Seal) *Anastacio Diaz*

*Judy Mitchell*  
Witness:

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.

- Planned Unit Development Rider
- Adjustable Rate Rider
- Growing Equity Rider
- Other FHA Due-On-Sale Rider
- Graduated Payment 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 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)).

Borrower agrees that should this Security instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NINETY DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 8, 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 NINETY DAYS 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.

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 8, Lender may foreclose this Security instrument by judicial proceeding, and any 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 recordation costs.
- 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

93-07-78

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



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U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION

FHA FORM NO. 2561  
Rev. 7/68

Approval of Budget Bureau  
not required

## MORTGAGOR'S CONTRACT WITH RESPECT TO HOTEL AND TRANSIENT USE OF PROPERTY

Date APRIL 23, 1993  
FHA Case No. 131:6827131-703

BY THIS CONTRACT between the person signing as, and hereinafter referred to as the Mortgagor, and the Secretary of Housing and Urban Development, hereinafter referred to as the Secretary, the parties hereto agree and covenant as follows:

The Secretary has been requested to insure a mortgage on the housing identified in the caption hereof under the provisions of the National National Housing Act, as amended;

The Mortgagor as the owner of said property by reason of such mortgage insurance will receive the benefits of said act;

Sec. 513(a) of the National Housing Act, as amended, provides that as long as mortgage insurance is outstanding no portion of the housing covered by any such mortgage shall be used for transient or hotel purposes;

The Secretary has defined the term transient or hotel purposes to mean (1) any rental for a period less than 30 days, or (2) any rental if the occupants of the housing accommodations are provided customary hotel services such as room service for food and beverages, maid service, furnishing and laundering of linen, and bellboy service.

In consideration of the foregoing the Mortgagor covenants and agrees that so long as any of the housing identified in the caption hereof or any part thereof is subject to a mortgage insured under the provisions of the National Housing Act, the Mortgagor, his successors and assigns, will not rent, offer for rent, permit the rental or permit the offering for rental of such housing or any part thereof for transient or hotel purposes.

Anastacio Diaz  
Mortgagor ANASTACIO DIAZ

Juana M Diaz  
Mortgagor JUANA M. DIAZ

\_\_\_\_\_  
Mortgagor

\_\_\_\_\_  
Mortgagor  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
BY: FEDERAL HOUSING COMMISSIONER

By: \_\_\_\_\_  
Authorized Agent

### MORTGAGOR'S OATH

I, ANASTACIO DIAZ AND JUANA M. DIAZ

being first duly sworn, do hereby certify and say that I am the Mortgagor who executed the foregoing contract and I am familiar with the provisions of Section 513(a) of the National Housing Act, as amended, as set forth in part of the reverse hereof. I do further certify that so long as any part of the housing identified in the caption of said contract is subject to a mortgage insured under said National Housing Act, as amended, I will not rent or offer for rent, or permit such housing to be rented or offered for rent, for hotel and transient purposes.

STATE OF ILLINOIS

COUNTY OF COOK

Anastacio Diaz  
ANASTACIO DIAZ  
) ss: Juana M Diaz  
JUANA M. DIAZ

Before me, a Notary In and for the State and County aforesaid, appeared ANASTACIO DIAZ AND JUANA M. DIAZ

who being first duly sworn, acknowledged that he was the person signing the aforesaid Mortgagor's Contract and Oath for the uses, purposes and considerations therein set forth.

IN WITNESS WHEREOF I have hereunto affixed my hand and seal this 23rd day of APRIL 1993

Yolanda B.  
Notary Public  
"OFFICIAL SEAL"  
Yolanda Botts  
Notary Public, State of Illinois  
My Comm. expires 9/1/93

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\*SEC. 513. (a) The Congress hereby declares that it has been its intent since the enactment of the National Housing Act that housing built with the aid of mortgages insured under that Act is to be used principally for residential use; and that this intent excludes the use of such housing for transient or hotel purposes while such insurance on the mortgage remains outstanding.

\*(b)

\*(c) Notwithstanding any other provisions of this Act, no mortgage with respect to multifamily housing shall be insured under this Act . . . unless (1) the mortgagor certifies under oath that while such insurance remains outstanding he will not rent, or permit the rental of, such housing or any part thereof for transient or hotel purposes, and (2) the Secretary has entered into such contract with . . . the mortgagor as the Secretary deems necessary to enable him to prevent or terminate any use of such property or project for transient or hotel purposes while the mortgage insurance remains outstanding.

\*(d)

\*(e) As used in this section. (1) the term 'rental for transient or hotel purposes' shall have such meaning as prescribed by the Secretary but rental for any period less than thirty days shall in any event constitute rental for such purposes, and (2) the term 'multifamily housing' shall mean (i) a property held by a mortgagor upon which there are located five or more single family dwellings, or upon which there is located a two-, three-, or four-family dwelling . . ."

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