95882374

96662274

DEPT-01 RECORDING

\$37.50

T\$0010 TRAN 3581 12/19/95 12:43:00

. 40769 4 CJ #-95-882374

COUK COUNTY RECORDER

[Space Above This Line For Recording Data] -

MORTGAGE

State of illinois

FHA Case No.

1318149445-703

THIS MORTGAGE ("Security Instrument") is made on DECEMBER 12TH, 1995. The Morigagor is HORARIO ZUNIGA, AN UNMARRIED PERSON and DOLORES ZUNIGA and JULIO ZUNIGA, WIFE AND HUSBAND and ANNA ZUNO, AN INMARRIED PERSON

("Borrower). This Security Instrument is given to

MIDAMERICA PEDERAL SAVINGS BANK

which is organized and existing under the laws of THE United STATES OF AMERICA

, and whose

address is 1001 S WASHINGTON ST, NAPERVILLE IL 60566

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

ONE HUNDRED FORTY SEVEN THOUSAND AND NO/100

hofars (U.S. \$ 147,000.00

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 JARJARY I, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidence I by the Note, with interest, and all renewals, extensions and modifications: (b) the payment of all other sums, with interest, advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Forrower'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, historis:

LCT1 IN BLOCK 7 IN FULLERTON GARDENS BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, 'ANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2059

P.I.N. 12-33-217-001-0000

which has the address of 9687 W FULLERTON, MELROSE PARK

(Street, City).

Illinois

60164

[Zip Code] ("Property Address"):

FHA lillnois Mortgage - 2/91

1308 1/95 Page 1 of 8

0062373

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 selsed 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.

- 1. Payment of Principal, interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold 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 empurity sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full arroad 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 payment, held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrover, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to can the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortrage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if 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 tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a 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:

<u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

<u>Second</u>, to any taxes, special assessments, leasehold 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. Sorrower shall insure all improvements on the Property, whether now in existence or subsequently eracted, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts 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 cisuses 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 suthorized 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 prepayment 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 indebterness under the Note and this Security instrument shall be paid to the entity legally entitled

In the event of forcefolure of this Security Instrument or other transfer of title to the Property that extinguishes the Indebtedness, all rightable and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy stablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenusting circumstances exist which are beyond Borrower's control. Borrower shall notify Landers of any extenuation chicumstances. 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. Borrower shall also be in default it Borrower, during the loan application process, gave materially talse or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Bonower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower stail 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 povernmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If fallure 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 falls to make these payments or the payments required by paragraph 2, or falls to porform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of 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 upaid ? 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 prepayment of principal. Any application of the proceeds to the principal shall not extend or bit 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 any amount required to pay all outstanding indebtedness under the Note and 1306 1/95 Page 3 of 6 this Security instrument shall be paid to the entity legally entitled thereto.

- 8. Face, Lander may collect fees and charges authorized by the Secretary.
- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment 9. Grounds for Acceleration of Debt. defaults, require immediate payment in full of all sums secured by this Security instrument if:
 - (i) Borrower defaults by falling 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 detaults by failing, for a period of thirty days, to perform any other obligations contained
 - (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 sums secured by this Security Instrument if:
 - (i) All or oast of the Property, or a beneficial interest in a trust owning all or past of the Property, is sold or otherwise transferred (other than by devise of descent) by the Borrower, and
 - (ii) The Propring is not occupied by the purchaser or grantes as his or her principal residence, or the purchaser or granton 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. It 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 de aults 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
 - (a) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the Nutlicial Housing Act within 60 days from the date hereof, Leridor 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 st sement of any authorized agent of the Secretary dated subsequent to 60 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.
- 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 customery attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Burrower, this Security instrument and the obligations that it secures shall remain in effect as it Lender had not required immediate payment in full. However, Lander is not required to permit reinstatement if: (i) Lender has accepted reinst terment after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current tareclasure 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 Walver. 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 Assigne 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 Enrower 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.
 - ta. Borrower's Copy. Borrower (hr) to 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 Londer's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to londer or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant of an esment 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 Lander gives notice of breach to Borrower: (a) all renty 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] such 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 find will not perform any act that would prevent Lander from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Frequety 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 lightor remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

- 17. Foreclosure Procedure. If Lender requires immunications this Security instrument by judicial proceeding. Lender summanion of the remedies provided in this paragraph 17, including, but not minimize writers and costs of title evidence.

 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security manners without charge to Borrower. Borrower shall pay any recordation costs. foreciose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- instrument without charge to Borrower. Borrower shall pay any recordation costs.

	with this Security Instrument, the covenal supplement the covenants and agreement (Instrument, [Check applicable box(es)]		ed by Borrower and recorded together orporated into and shall amend and ender(s) were a part of this Security
	Condominium Rider	Graduated Payment Ric	der [Other [Specify]
	Planned Unit Development Rider	Growing Equity Rider	Escrow Rider FHA DUE ON SALE RI
	BY SIGNING BELOW, Borrower accepts a rider(s) executed by Borrower and recorded Witnesses:		n this Security Instrument and in any
2	Dafantr juriya	Borrower ANNA ZUNO	Borrower - Borrower
! /·	JULIO BUNTON JUNION COOK	(Seal)	(Seal) Borrower
	HORAZIO ZUNIGA, AN UNMARRIED PER SBAND and ANNA ZUNO, AN UNMARRIE , personally oregoing instrument, appeared before me th	RSON and DOLORES YUNIGA and PERSON known to me to be the same person	(s) whose name(s) subscribed to the
	igned and delivered the said instrument ast Given under my hand and official seal, th	their free and voluntary act, for the	use's and purposes therein set forth.
٨	Ay Commission expires: 3/27/99 "OF	FICIAL SEAL" DUIS B ARANDA Y PUBLIC, STATE OF ILLINOIS	CENTER 1995
	THIS INSTRUMENT WAS PREPARED BY KENNETH KORANDA 1112 S. WASHINGTON ST. NAPERVILLE, IL 60540	MMISSION EXPIRES 3/27/99 } Y: WHEN RECORDE	DERAL SAVINGS BANK STON ST.
•	recent but to the today the UU-24U	IMPERIOR CONVENTED IN C	~~~

1308 1/95 Page 6 of 6

NEW ESCROW ACCOUNT RIDER TO MORTGAGE / DEED OF TRUST

This NEW ESCRUM ACCOUNT RIDER is made on this 12TH day of DRCEMBER , 1995, and is incorporated into any chalf be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more pursons undersigned) to secure Borrower's Note to

MIDAMERICA PEDERAL SAVINGS

(the "Lender")

of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

9687 W FULLERTON, MELICOR PARK, IL 60164

In addition to the covenants and agreements many in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 2 of the Socurity Instrument is deleted and is replaced by the following:

2. Monthly payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the riote and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Pioparty, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under reasgraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either; (i) a sum to the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instruct of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow litems" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C.s 2601 of seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time (RESPA*), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

95682373

If the amount held by Lender for Escrow items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security instrument. It Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all instrument item (a), (b), and (c) and any mongage insurance premium installment that Lender has not become obligated to pay the Secretary, and Lender shall promptly refunded any excess funds to the 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 instruments for items (a), (b), said (c).

BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this New Escrow Account Ridec

(Seal)

Borrower

(Saal) BOTTOWER

County Clark's Office

(Seal)

MidAmerica Federal

FHA DUE-ON-SALE RIDER

950R05134

This Rider is made this 1.2TH day of DBCEMBER , 1895, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor")

and covering the property described in the Instrument and located at:

9687 W FULLBATON, MELRORR PARK, IL 60164

(Property Address)

The mortgages shall, if permitted a applicable law and with the prior approval of the Federal Housing Commissioner, or his or her designee, declare all sums secured by this mortgage to be immediately due and payable if all or any part of the property is sold or otherwise transferred (other than by devise or descent) to a purchaser or grantee who does not occupy the property as his or her principal or secondary residence, or to a purchaser or grantee who does no occupy the property but whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions contained in this FHA Due-on-Sale Rider.

Witness HORABIO ZUNIUM Horigagos

Witness DOLORES ZUNIGA Morigagos

JUNIO ZUNIGA Morigagos

ANNA ZUNO

95662371