

# UNOFFICIAL COPY

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AFTER RECORDING MAIL TO:

Mellon Mortgage Company  
P.O. Box 4883  
Houston, TX 77210  
Attn: Cynthia Waddell

DEPT-01 RECORDING

\$31.50

147777 TRAN 3385 05/29/96 11:56:00

19047 JL # - 96 - 402849  
COOK COUNTY RECORDER

AP# SALGADO MANUEL  
LN# 3007254386

[Space Above This Line For Recording Data]

STATE OF ILLINOIS

## FHA MORTGAGE

FHA CASE NO.

131-8312079-703

This Mortgage ("Security Instrument") is given on **May 21, 1996**  
Manuel Saigado and Dolores Hernandez, Husband and Wife

The Mortgagor is

whose address is **2530 North Francisco Avenue, Chicago, IL 60647-2612**  
("Borrower"). This Security Instrument is given to **Mellon Mortgage Company**

which is organized and existing under the laws of **the state of Colorado**  
and whose address is **9225 Indian Creek Parkway #300, Overland Park, KS 66210**

("Lender").

Borrower owes Lender the principal sum of **Sixty Nine Thousand Two Hundred Seventy Three Dollars and no/100**

(U.S. \$ 69,273.00). 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 **June 1, 2011**. 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 4 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:**

\*\*\* SEE ATTACHED LEGAL DESCRIPTION \*\*\*

Tax ID Number = **13-25-317-021-0000**  
which has the address of **2530 North Francisco Avenue**  
**(STREET)**  
**Illinois 60647-2612** ("Property Address");  
**(ZIP CODE)**

Chicago (city)

F	3/2	A
P		
T	3/2	V
I		

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FHA ILLINOIS MORTGAGE FORM  
30C/FM/ILL/0994 (MM 5-85)

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**FIRST**, 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;  
**SECOND**, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**3. Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

for items (a), (b), and (c).  
acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly Borrower lenders to Lender the full payment of all such sums, Borrower's account shall be credited with The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If

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

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

these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."  
reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, in a instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the Urban Development ("Secretary"), or in any year in which such premium would have been required if in any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4, sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold, a

**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 Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold, a payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4, in any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in 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 for 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, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

**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.  
claims and demands, subject to any encumbrances of record.

**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 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."

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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 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 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 2, 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 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** 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 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. 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 if Borrower, during the loan application process, gave materially false 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 Borrower's occupancy of the Property as a principal residence. 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 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 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.

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FHA ILLINOIS MORTGAGE FORM  
ISC/FMDTIL/0994/(MW 5-95)

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FHA CASE NO. 131-8312079-703  
5/95

\_\_\_\_\_  
(SEAL) BORROWER

\_\_\_\_\_  
(SEAL) BORROWER

\_\_\_\_\_  
(SEAL) BORROWER  
*Dolores Hernandez*

\_\_\_\_\_  
(SEAL) BORROWER  
*Manuel Salgado*

*Manuel Salgado*  
*Dolores Hernandez*

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 7 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Other [Specify]

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 rights of homestead exemption in the Property. Security 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 without charge to Borrower. Borrower shall pay any recordation costs. 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.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

LN# 3007254386

AP# SALGADO MANUEL

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Property of Cook County Clerk

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LN# 3007254386

STATE OF ILLINOIS

COOK

County ss:

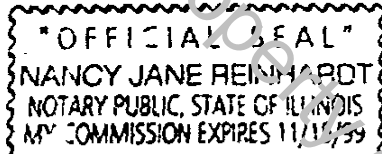
I, Nancy Jane Reinhardt, a Notary Public in and for said county and state, do hereby certify that Manuel Salgado and Dolores Hernandez

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of May, 1996

My commission expires: 11/15/99

*Nancy Jane Reinhardt*  
Notary Public



This instrument was prepared by: Robyn Aponte  
Address: Mellon Mortgage Company  
9225 Indian Creek Parkway #300  
Overland Park, KS 66210

COOK County Clerk's Office

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Property of Cook County Clerk's Office

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THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK  
IN THE STATE OF ILLINOIS, TO WIT:  
THE NORTH 12-1/2 FEET OF LOT 37 IN THE SOUTH 18-3/4 FEET OF LOT 38  
BLOCK 3 IN GEORGE A. SEAYR'S SUBDIVISION OF THE SOUTH EAST QUARTER  
OF THE SOUTH WEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE  
EAST OF THE THIRD PRINCIPAL MERIDIAN.