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SYS NATIONWIDE DOCUMENTS, L.P.

ENDER THE SPERVISION OF RACIFEL CASTILLO 11 TREESWAY PLAZA, 10TF FLOOR 14 STON TEXAS 77046-1162

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State of Illinois

MORTGAGE

FHA Case No. 131-8284419-203 # 5903652 # 5903652

THIS MORTGAGE ("Econory Instrument") is given on The mortgager is DOMINGO CIPDA, JR., A MARRIED MAN APRIL 17

Whose Address is: 6529 SOUTH KAFLOV AVENUE, CHICAGO, H.LINOIS 60629

("Bor ower"). This Security Instrument is given to

LINCOLN MORTGAGE CORPORATION

which is organized and existing under the laws of _FHE STATE OF ILLANOIS 450 SHEPARD DRIVE, SUITE 18, ELCIN ZAMOIS 60123

, and whose

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

ONE IDENDRED EIGHT THOUSAND FIVE HUNDRED TEARLY EIGHT AND NO / 100

Dollars (U.S. S. 108,538.00). This debt is evaluated 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, 2026 . This Security Instrument step res 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, advanted under paragraph 6 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Leider, the following described property located in COOK County, Illineis:

LOT 30 IN BLOCK 10 IN ARTHUR T. MCINTOS)PS CRAWFORD AVENUE ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 44 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NUMBER 19-22-220-011

ATTORNEYS' NATIONAL TITLE NETWORK

which has the address of

6529 SOUTH KARLOV AVENUE,

illmore

60629 # n Code

("Property Address");

Breet!

Together with all the improvements now or hereafter procted on the property, and all casements, rights, appurtenances, rents, 'oyalta's, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the proper v. Ail 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 coavey the Property and that the Property is unercumbered, except for encumbrances of record. Borrower warrants and will defend generally the fitte to the Property against all claims and demands, subject to any encumbrances of record.

UISIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

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Page 1 of S

FIGA Illinois Mortgage - 5/95

- 2. Monthly Payments of Cases, Assuming and Other Currest Borrows such methods 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 payments or ground tents on the Property, and (c) premiums for insurance required under Paragraph. 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 14 held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these stems are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."
- I ender 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 excrow account under the Real Estate Scittlement Procedures Act of 1974, 12 U.S.C. § 2601 et 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.

If the amounts 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 Esctow Items when due Lender may notify the Borrower and require Borrower to make up the shortage of deficiency as permitted by RESPA.

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

3. Application of Payments 211 payments under Paragraphs 1 and 2 shall be applied by Lender as follows: 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 insural expremium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance mentions, as required;

Third, to interest due under the Note;

Fifth, to late charges due under the Note:

4. Fire, Flood and Other Hazard Insurance. For over shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, excalties, 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 exphorized 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 feduction 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 prevayment of principal, or (b) to the restoration of 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 of the pay all outstanding indebteuness 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, afte and interest of Borrower in and to insurance policies in force shall plas 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 to, at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for 50 ower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, re isonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned of the loan is in default. Lencer 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 inaccutate 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. It this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. It 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 Borr over and Protection of Lender's Rights in the Property. Borrower shall pay ail governmental or municipal charges, tines 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 tailure 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 is a proceeding in bankruptcy, for condemnation of to enforce laws of 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 a nounts disbussed by Lender under this paragraph shall become an additional debt of Borrower and be secured 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 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 celinquent 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 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.
 - B. Fees, Lender may collect fees and charges authorized by the Secretary.
 - 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as itmited 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 it:
 - (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) Borrow's defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Evedit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Societary, require invocidate payment in roll of all the sums secured by this Security Instrument it:
 - (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 occar 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 subsequen events.
 - (d) Regulations of HUD Secretary. In nany circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require invaciate payment in full and foreclose it not paid. This Security Instrument does not authorize acceleration or foreclose it not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that hould this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 SIXTY DAYS—from the date hereof, Lender may, at its option and notwithstanding anything in Panagraph 9, require transcribed payment in full of all sums secured by this Security Instrument. A written statement of any authorized again of the Secretary dated subsequent to 60 SIXTY DAYS—from the date hereof, Jeclining 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 in surance premium to the Secretary.
- 10. Refuscatement. Borrower has a right to be reinstated if Linder best required immediate payment in full because of Borrover'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 of 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) Leader has accepted reinstatement after the commencement of foreclosure proceedings within two years importantly preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) resist terment 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. Longer shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amerization 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 torbearance by Lender in exercising any right or remedy shall not be a waiver of or preclade 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 inverest 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 accdress 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 it 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

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15. Borrower's Copy. Borrower shall be give	n one conformed copy of this Security Instrument.
16. Assignment of Rents, Borrower unconditions to the pay the rents to Lender or Lender's agents to pay the rents to Lender or Lender's agents. He coversant or acreement in the Security Instrument.	onally assigns and transfers to Lender all the rents and revenues of the Property, collect the rents and revenues and hereby directs each tenant of the Property owever, prior to Lender's notice to Borrower of Borrower's breach of any. Borrower shall collect and receive all rents and revenues of the Property er. This assignment of rents constitutes an absolute assignment and not an
benefit of Lender only, to be applied to the same	(a) all rents occived by Borrower shall be held by Borrower as trustee for secured by the Security Instrument; (b) Lender shall be entitled to collect c) each tenant of the Property shall pay all rents due and unpaid to Lender the tenant.
Borrower has not executed any prior assignme Lender from exercising its rights under this Parag	nt of the rent, and has not and will not perform any act that would prevent graph 16.
to Borrower, However, Lender or a judicially app	the control of or maintain the Property before or after giving notice of breach pointed receiver may do so at any time there is a breach. Any application avalidate any other right or remedy of Lender. This assignment of rents of each by the Security Instrument is paid in full.
NON-UNIFORM COVENAGES Borrower and I	ender further covenant and agree as follows:
this Security Instrument by judicity proceeding.	tes immediate payment in full under paragraph 9, Lender may foreclose Lender shall be entitled to collect all expenses incurred in pursuing the ding, but not limited to, reasonable attorneys' fees and costs of title
18. Release. Upon payment of all sums secun without charge to Borrower. Borrower shall pal a	ed by this S (curity Instrument, Lender shall release this Security Instrument iny recordan in costs.
19. Waiver of Homestead. Borrower waives	all right of comestead exemption in the Property.
20. Riders to this Security Instrument. If one Security Instrument, the covenants and agreements of the Security Insapplicable box(es)]	or mole rilers are executed by Dorrower and recorded together with this of each such right shall be incorporated into and shall amend and supplement strument as if the rider(s) were a part of this Security Instrument. [Check
Condominium Rider	Tax-Exempt Financing Rider XX Graduated Payment Fider Growing Equity Rider Adjustable Rate Rider
BY SIGNING BELOW, Borrower accepts and executed by Borrower and recorded with it.	DOMINGO CERDA, JR. OPATRICIA RECIO CERDA A/K/A IS Bostower SIGNING FOR THE SOLE PURPOSE OF
	WAIVING HER HOMESTEAD RIGHTS (Scal) -Bonower (Scal) -Bonower

STATE OF HAINOIS, COOK County ss: U. MICHAEL A. MONTALVO , a Notary Public in and for said county and state, do hereby certify that DOMINGO CERDA, JR., A MARRIED MAN AND PATRICIA RECIO CERDA A/K/A PATRICIA RECIO , 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 he/she/they signed and delivered the said instrument as his/her/therr free and voluntary act, for the uses and purposes therein set forth. in fel day of Given under my hand and official seal, this APRIL My Commission Expires: "OFFICIAL SEAL" Michael A. Montalvo d tary Public, Scale of Illinois Notary Public

M. Commission Expires 1/17 46

Of Coof County Clark's Office

RETURN OFIGINAL TO: LINCOLN MORTGAGE CORPORATION P.O. BOX 44090 JACKSONVILLE, FLORIDA 32231

UNOFFICIAL COP#\\ 03652

FHA Case No. 131-8284419-203

ADJUSTABLE RATE RIDER

To so made this 17TH

Importorated into and shall the triument' THIS ADJUSTABLE RATE RIDER is made this APRIL 1996, and s incorporated into and shall be deemed to amend and supplement the Morigage, Deed of Trust of Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure by grower's Note ("Note") to LINCOLN MORTGAGE CORPORATION

(the "Lei der") of the same date and covering the property described in the Security Instrument and located at

6529 SOUTH KARLOV AVENUE, CIHCAGO & LINOIS 60629

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAIL

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATE

The interest rate may change on the first day of JULY. , and on that day of each succeeding year. "Change Date" means each da 2 on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interes rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Secur ties adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any Index prescribed by the Secretary [as defined in Paragraph7(B) of the Note]. Lander will give Borrower notice of the new Index.

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FHA Multistate ARM Rider - 2/91

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND 75 / 100 percentage point(s) (2.750 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of t 2 Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never the more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 1 of the Note.

(E) Calewation of Payment Change

If the interest pite changes on a Change Date, Linder will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Datz, (ii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current In text and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest tate calculated in accordance with Paragraphs S(C) and S(D) of the Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph S(F) of the Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph S(E) of the Note for any payment amount calculated in accordance with Paragraph S(E) of the Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payr out amounts exceeding the payment abount which should have been stated in a timely notice, then Borrower has the option to either (i) demand one return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest thereon at the Note rate, be applied as payment of principal. Let der's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

(Seal)		Ca la Seu	Someth Pire
-Borrower	\$ 1	Borrower	DØMINGO CERDA, JR.
(Scal)	***************************************	(Seal)	
-Borrower		-Borrower	NO PER SERVICE DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION
	ived for Acknowledgement]	Space Below This Line R 10	
Tico.	October Acknowledgement		

960 S. S. S. S.