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2011-11-11

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FNIC# 372396835

M. Fees. Lender 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 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 sums secured by this Security Instrument if:
(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its right with respect to subsequent events.
(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

9. Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 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 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

3/20/2020

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96609925

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DEPT-01 RECORDING
\$35.50
140009 TRAN 4028 08/09/96 12:20:00
#1181 \$ SK #-96-609925
COOK COUNTY RECORDER

96394090

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RIDER

This Rider, attached to and made part of the Mortgage between ALFONSO S. GARCIA, MARRIED TO ANGELINA GARCIA and FERNANDO GARCIA, A BACHELOR (the "Borrower") and FLEET MORTGAGE CORP. (the "Lender") dated MAY 1, 1996, Supplements the Mortgage as follows:

ANGELINA GARCIA is signing this rider to the mortgage to waive, disclaim and release all rights and benefits, if any, under or by virtue of the homestead exemptions law of the State of Illinois and the Illinois Marriage and Dissolution of Marriage Act, and to subordinate all equitable interests in the property, if any to the lien of this mortgage.

Alfonso S. Garcia
ALFONSO S. GARCIA

Angelina Garcia
ANGELINA GARCIA

Fernando Garcia
FERNANDO GARCIA

State of ILLINOIS
County of COOK

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That ALFONSO S. GARCIA and FERNANDO GARCIA and ANGELINA GARCIA personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 1st day of May,
A. D. 1996

NOTARIAL SEAL
EDWARD F. ...
Edward F. ...
Notary Public

THIS INSTRUMENT WAS PREPARED BY
PAMELA BELLA FOR:
FLEET MORTGAGE CORP.
11800 SOUTH 75TH AVENUE, 2ND FLOOR
PALMS HEIGHTS, ILLINOIS 60463

20000505

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EXHIBIT E-1

FHA ADDENDUM

The Lender may require immediate payment in full of all sums secured by this Mortgage if:

(a) all or any part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143(c) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and (i)(2) of the Internal Revenue Code of 1986, as amended (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or

(iii) at an acquisition cost which is greater than that provided for in Sections 143(e) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(iv) who has a gross family income in excess of the applicable percentage of median family income as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code of 1986, as amended; or

(b) The Mortgagor fails to occupy the property described in the Mortgage without the Lender's prior written consent; or

(c) The Mortgagor omits or misrepresents a material fact in an application for the loan secured by this Mortgage.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of the issuance of the bonds used to finance the purchase of this Mortgage, and are deemed to include the implementing regulations.

Wednesday, February 14, 1996

City of Chicago

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If all or any part of the property is sold or transferred by the Mortgagor without the Lender's prior written consent, other than a transfer by devise, descent or by operation of law, the Lender may, at the Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

Alberto A. Garcia
(Mortgagor Signature)

FERNANDO GARCIA
(Mortgagor Signature)

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