Loan No. 0290027038

Instrument Propered by

COLE TAYLOR BANK

Record & Return to

COLE TAYLOR BANK

5501 W. 79TH STREET

60459 BURBANK, ILLINOIS



CEPT-01 RECORDING

740001 TRAN 6387 10/25/96 09444400

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COOK COUNTY RECORDER

96814174

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State of Illinois

MORTGAGE

FHA Case No.

131-848558-2-729

THIS MORTGAGE ("Incurity Instrument") is given on OCTOBER 7, 1996 The murigagor is JOSE ALVANCE AND MARIA ALVAREZ, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to COLE TAYLOR BANK which is organized and existing under the laws of ILLINOIS and whose address is 5301 WEST 79TH STREET, BURBANK, ILLINOIS 60459

("Lender"). Borrower owes Londer the principal sum of Ninety One Thousand Nine Hundred and 00/100

). This debt is rividenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 91,900.00 instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

NOVEMBER 1, 2026

. This Security instrument secures to Lender: (a) the repayment of the debt eviden-

ced 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 periormance of Borrower's covenants and agreements under this Security Incirciment and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in

County, Illinois:

LOT 3 IN BLOCK 5 IN REID'S SUBDIVISION OF THE SOUTHRAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4) OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD FRACIPAL MERIDIAN, EXCEPT RAILROAD, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-35-326-018

which has the address of 3707 W. WABANSIA

Illinois <u>60647-</u>

("Property Address");

GFS Form G000175 (5F15)

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FHA Illinois Mortgage - 5/95

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Together with all the improvements now or hereafter erected on the property, and all easternate, rights, appurtenunces, rents, royalties, mineral, oil sind 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 endumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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- 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, haurence 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, it sum for (ii) taxes and special assessments levied or to be levied against the Property, (b) leasahold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lander 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 Lander still held the Security Instrument, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be pake by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium in this Security Instrument is hald 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 "Excrew items" and the sums paid to the Lender are called "Excrew Funce."

Lender may, at any time, collect and hold amounts for Escrow Rems in an aggregate amount not to exceed the maximum amount that may be required for Borrowot's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2001 at seq. and implementing regulations, 24 CFR Part 3800, as they may be amended from time to time (TIESPAT), except that the qualition or reserve permitted by PIESPA for unanticipated disbursaments 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 Rems excelled 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 Rems when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Excrow 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 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 in Borrower. Immediately prior to the 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 (a).

3. Application of Payments. All 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 insurance premium;

Second, to any taxes, special assessments, lessehold payments or ground rents, and fire, floor and other hazard insurrance premiums, as required;

Third, to interest due under the Note:

Fourth, to amortization of the principal of the Note;

Eith, 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 lire, 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.

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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 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; Lesscholds. 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 dr. 20' occupancy, unless the Secretary datermines this requirement will cause undue hardship for Borrower, 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 deterbrate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abundanced or the Sen 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 datements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Nr.10, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with the provisions of the lease. If Borrower acquirer fee title to the Property, the lessehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 5. Charges to Borrower and Protection of Langes's Rights in the Property. Borrower shall pay all governmental or municipal charges, lines 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 Londer request Borrower shall promptly furnish to Londer request soldenoing 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 bankruptay, 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, huzard insurance and other items mentioned in Payagraph 2.

Any innounts 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 discut 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 be 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 from to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone this due date of the monthly. I payments, which are related 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 this Security Instrument shall be paid to the entity legally antitled thereto.
 - 5. Fees. Lander may collect fees and charges authorized by the Secretary.
 - 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment detaults, 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) Sorrower defaults by falling, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Londer 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:

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- (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 har 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 Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not walve 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 tull and foreclose if not paid. This Security instrument does not authorize acceleration or foreclosure if not parmitted by regulations of the Secretary.
- (e) 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, Lander 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 conder when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- of Borrower's failure to pay an immunit 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 caspnable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon rematatement 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 surrent 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 "refer. 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 refere 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 Lander in exercising any right or remedy shall not be a waiver of or proclude 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 banefit the successors and assigns of Lender and Borro var, 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 only to monthly 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 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 maling 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 Sucurity 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 and the 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.

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to, Assignment at Rents. Barrower unconditionally assigns and transfers to Lander till the rents and revenues of the Property. Barrower authorizes Lender or Lander's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lander's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any coverant 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 sessignment of rents nonrelitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notion of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustue for benefit of Lender unity 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 Borrowa. However, Lender or a judicially appointed receiver may do so ut any time there is a breach. Any application of rents briefl not cure or waive any default or invalidate any other right or remedy of Lender. This essignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVER ANTS. Borrower and Lender further coverant and agree as follows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may, without further demand, foreclose this deputity instrument by judicial proceeding and invoke any other remedies permitted by applicable law. Lender shall be authed 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.
- 18. Release. Upon payment of oil sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

opiement the covenants and agreem trument. [Check applicable box(es)]	ents of this security instrument as if	the rider(s) were a part of this Secur
Rehabilition Loan Rider Condominium Rider	Tax-Exemp Filancing Rider Graduated Payment Rider	Hider for Section 248 Mortga Growing Equity Rider
Planned Unit Development Rider	Company Control of Control of Control	www.anoving adoly 1909
Other (Specify)	9	
ADJUSTABLE RATE PIDER		
BY SIGNING BELOW, Borrower a er(e) executed by Borrower and record		nes in this Security Instrument and In a
		hes in this Security Instrument and In B
er(s) executed by Borrower and record		Alvane 20 15

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do hereby certify that JQSE ALVAREZ personally known to me to be the sam me this day in person, and alknowled free and voluntary act, for the uses and	AND MARIA ALVARE a parson(s) whose na liged that he/she/fre	A signed and delive me(s) subscribed to it is signed.	ne foregoing instrume	oni, appeared belore
Given under my hand and official My Commission Expires:			H.Ca	10 1096
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FHA Case No.
131-648558-2-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 7TH day of OCTOBER, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to COLE TAYLOR BANK

5501 WEST 79TH STREET, BURDANK, ILLINOIS 60459

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3707 W. WABANSIA, CHICAGO, ILLINOIS 60647-

[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 PAY.

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

INTEREST RATE AND MONTHLY PARMENT CHANGES

(A) Change Date

The interest rate may change on the lirst day of JANUARY, 1998 , and on that day of each succeeding year. "Change Date" members hach date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities ad usted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index ligure available 30 days before the Change Date. If the Index (as defined above) is no longer systable, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower region of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest ratioby adding a margin of Two and Three Quarters percentage point(s) (2.760 %) 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 (D) of this Fider, 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 be more than five percentage points (6.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly oxyment 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, tender 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 Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current index 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.

QFS Form Q000368(4L17)

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(G) Effective Date of Changes

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

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

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