

# UNOFFICIAL COPY

Permanent Index Number:

57637047

Prepared by:  
Middleberg Riddle & Gianna  
2323 Bryan Street  
Suite 1600  
Dallas, Texas 75201

DEPT-01 RECORDING \$35.00  
T40012 TRAN 6502 08/29/97 14:40:00  
\$1512 + CG \*-97-637047  
COOK COUNTY RECORDER

Return to:  
MIDDLEBERG, RIDDLE & GIANNA  
7676 WOODWAY, SUITE 325  
HOUSTON, TEXAS 77063

35<sup>1</sup>/2

[Space Above This Line For Recording Data]

Loan No: 1096252

Borrower: CONSUELO DIAZ

7674485-L

Data ID: 881

97142490

2064

FHA File No.  
131-8816458-703

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 7th day of August, 1997, by the mortgagor to CONSUELO DIAZ, A SINGLE WOMAN, AND GUADALUPE DIAZ, A MARRIED WOMAN, AND ANTONIO DIAZ, A SINGLE MAN, AND QUINTINO QUINONEZ AND ROMUALDA QUINONEZ, HUSBAND AND WIFE ("Borrower").

(“Borrower”).

This Security Instrument is given to LENDEX, INC., A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 17140 NORTH DALLAS PARKWAY, SUITE 230, DALLAS, TEXAS 75287 ("Lender").

(“Lender”).

Borrower owes Lender the principal sum of SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY-EIGHT and NO/100.....Dollars (U.S. \$ 71,258.00). 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 September 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 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:

ILLINOIS FHA MORTGAGE

10 95

(Page 1 of 7 Pages)

ZVOLGENDA

BOX 333-CTI

# UNOFFICIAL COPY

(Page 2 of 7 Pages)

10/95

maximum amount that may be required for Borrower's escrow license in an aggregate amount not to exceed the Escrow fees, at any time, collect and hold amounts for Escrow fees in a separate account under the Real Estate Settlement 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 mortgage insurance premium.

Escrow fees and the sums paid to Lender are called "Escrow Funds".

amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called charges instead of a mortgage insurance premium if this security instrument is held by the Secretary, in a reasonable manner: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly premium would have been required if Lender held the security instrument, each monthly payment payable together; (c) premiums for housing and Urban Development ("Secretary"), or in any year in which such insurance premiums for insurance required under the Property, (b) lesachold payments or dividends on the Property, special assessments levied or to be levied against the Property, (a) taxes and any late charges, a sum for (a) taxes and payment, together with the principal and interest as set forth in the Note and any late charges, shall include in each monthly payment of Taxes, insurance and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest

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

This SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited warranties by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully entitled of the estate hereby conveyed and has the right to occupy, grant the Property and convey the Property and that the Proprietor against all claims and demands, subject to any Borrower warrants and will defend generally the title to the Proprietor against all claims and demands, subject to any mortgage, grant the Proprietor and that the Proprietor is unencumbered, except for encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, 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".

which has the address of 3542 WEST 72ND PLACE,  
CHICAGO,  
(City)  
ILLINOIS  
(State)  
60629  
(Zip Code)

PART OF THE WEST 12 OF THE NORTHWEST 1A (EXCEPT THE WEST 50 FEET THEREOF) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE AND DRAWN 8 FEET SOUTH OF AND PARALLEL TO NORTH LINE OF SECTION 26, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

**7. 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.

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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender 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 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 (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) 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); 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.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option, 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 90 days from the date hereof, declining to insure this Security Instrument and the Note, 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.

# **UNOFFICIAL COPY**

In this event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss in a form acceptable to Lender.

4. **Fires, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, damages, losses by floods, fires, lightning, windstorms, hail, earthquakes, subsidence, subsidence polices and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and the insurance premiums shall be paid by Lender. All insurance shall be carried with companies approved by Lender.

Interest to amortisation of the principal of the Note; and  
Interest to late charges due under the Note.

**SECTION II** In any case, specific assessments, besides general findings, and the need and outcome of interventions to prevent future risks, shall be made under the Note.

3. Application of Premiums. All payments under paragrapbs 1 and 2 shall be applied by Lender as follows:

The Borrower funds are pledged as additional security for all sums secured by the security instrument, it Borrower lends to Lender the full payment of all such sums. Borrower's account shall be credited with the balance remaining for all installments (a), (b), and (c) and any mortgage insurance premium in advance that Lender has not become obligated to pay to the Security, 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 (a), (b), and (c).

If the amounts held by Lennder for Escrow items exceed the amounts permitted to be held by KESRA, Lennder shall account to Borrower for the excess funds as required by RESPA. If the amounts held by KESRA, Lennder are not sufficient to pay the Escrow items when due, Lennder may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

# UNOFFICIAL COPY

**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 release 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 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 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.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

L70202927

# **UNOFFICIAL COPY**

**UNOFFICIAL COPY**

By Signs Below, Borrower accepts and agrees to the terms contained in this Security Instrument and in any Order(s) executed by Borrower and recorded with it.

*Romualda Quinonez* (Seal)  
ROMUALDA QUINONEZ - Borrower

*Consuelo Diaz* (Seal)  
CONSUENO DIAZ - Borrower

(Seal)  
- Borrower

(Seal)  
- Borrower

(Seal)  
- Borrower

(Seal)  
- Borrower

*Guadalupe Diaz* (Seal)  
GUADALUPE DIAZ - Borrower

*Antonio Diaz* (Seal)  
ANTONIO DIAZ - Borrower

*Quirino Quinonez* (Seal)  
QUIRINO QUINONEZ - Borrower

[Space Below This Line for Acknowledgment]

State of ILLINOIS  
County of *Cook*

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 1992, by  
CONSUENO DIAZ AND GUADALUPE DIAZ AND ANTONIO DIAZ AND QUIRINO QUINONEZ AND  
ROMUALDA QUINONEZ

"OFFICIAL SEAL"  
BETTY L. MCKEOWN  
Notary Public, State of Illinois  
My Commission Expires 4/2/2000

*Betty L. McKeown* Notary Public  
*Betty L. McKeown* (Printed Name)

My commission expires: 4/2/2000

61005326

# UNOFFICIAL COPY

STREET ADDRESS: 3542 W. 72ND PL.

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 19-26-208-019-0000

## LEGAL DESCRIPTION:

LOT 183 IN WILLIAM H. BRITIGAN'S MARQUETTE PARK HIGHLANDS, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 50 FEET THEREOF) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE AND DRAWN 8 FEET SOUTH OF AND PARALLEL TO NORTH LINE OF THE SOUTH 3/16THS OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

20230626