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Cook County Recorder 41.50

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Prepared by: & Paul J.
YANG PARK
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 300
DOWNERS GROVE, ILLINOIS 60515

State of Illinois

LOAN NO. 1156667

MORTGAGE

FHA Case No.

131:8765778 729

THIS MORTGAGE ("Security Instrument") is given on September 15, 1997
The Mortgagor is ROBERTO PADILLA, MARRIED TO YELLY PADILLA and MANUEL CASTRO, A
BACHELOR

("Borrower"). This Security Instrument is given to
MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION

organized and existing under the laws of ILLINOIS which is
whose address is 1020 31ST STREET, DOWNERS GROVE, IL 60515 and

("Lender"). Borrower owes Lender the principal sum of
One Hundred Fourteen Thousand Eight Hundred Fifty Dollars and Zero Cents
Dollars (U.S. \$ 114,850.00).

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
October 1, 2027. 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

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are called "escrow items" 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, in a regular
of a mortgage instrument a "Security instrument" is held by the Secretary, or (1) a monthly charge imposed
annual mortgage instrument to be paid by Lender to the Secretary, or (2) a sum due to the
Lender, (3) held the Security instrument, each monthly payment shall also include either: (1) a sum due to the
Union Development (Secretary), or in any year in which such premium would have been required a
any year in which the Lender must pay a monthly mortgage instrument to the Secretary of Housing and
payments of ground rents on the Property, and (c) premiums for insurance required under the Property, (d) restricted
sum for (a) taxes and special assessments levied or to be levied against the Note and any late charges, a
monthly payment, together with the principal and interest as set forth in the Note and any late charges, a
2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall make to the each
and manner on the date evidenced by the Note and the charges due under the Note.
3. Payment of Principal, Interest and Late Charges. Borrower shall pay when due the principal of,
UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

property.
coveries with limited extensions by jurisdiction to constitute a uniform security instrument covering real
THIS SECURITY INSTRUMENT combines uniform coverages, a rational use and non-negotiable
claims and demands subject to any encumbrances of record.
encumbrances of record. Borrower warrants and certifies that the Property is unencumbered, except for
title to mortgage, grant and convey the Property hereby conveyed and not the
BORROWER COVENANTS that Borrower is lawfully entitled to the Property and that the Property
also be covered by this Security instrument, all of the foregoing is referred to in this Security instrument as
TODGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
which has the address of 3145 S 54TH AVE,
CLICROD 60804 (Legal Address):
1300, GAI.

IN COOK COUNTY, ILLINOIS.
LOT 26 IN BLOCK # IN OSBORNE'S ADDITION TO MURTHINE A SUBDIVISION OF
BLOCKS 1 AND 2 IN BALDWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION
33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
COOK COUNTY, Illinois:
lenders the following described property located in
Security instrument and the Note. For this purpose Borrower does hereby mortgage, grant and convey to the
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this
Adjustable Rate Rider.

ROBERTO PADILLA
ROBERTO PADILLA
Robert Padilla

(Seal)
Borrower

Manuel Castro
MANUEL CASTRO

(Seal)
Borrower

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Property of Cook County Clerk's Office

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Lender 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 escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 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 account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage 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 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 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 for items (a), (b), and (c).

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, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

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 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.

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REF ID: A629

Any amounts deposited by letter or under this paragraph shall become an addition to the amount of money and be paid by the Secretary of State. These amounts shall bear interest from the date of

It is recommended that you consult with your attorney or legal advisor before entering into any agreement or contract. This document is not intended to be a legal document and should not be relied upon as such.

2. Changes to Economic and Production of Landfilling (LUL) in the Region. Economic sites may be government or municipal entities, firms and monopolies that do not pay for solid waste disposal services.

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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 payments, Lender does not waive 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 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 60 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 60 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.

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 attorneys' fees and expenses property 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

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Both parties shall promptly give to each other written notice of any change in their respective names, addresses, or places of business.

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 laws, regulations or requirements of any governmental authority or agency.

is Government Copy. Borrower shall be given one controlled copy of the Note and of this Security instrument.

14. Governing Law, Severability. This Section of this instrument shall be governed by Federal law and the laws of the Commonwealth of Massachusetts. In the event that any provision of this clause or this instrument is declared illegal, the parties shall negotiate in good faith to amend such provision so as to effectuate its intent.

12. **Notes:** Any notes or Biotower provided for in this Secondary instrument shall be given by the developer or by the class itself unless applicable law requires use of another method. The developer may require a by the class itself unless applicable law requires use of another method. The developer shall be charged to the developer by the class unless applicable law requires use of another method.

12 Succession and Assigning Bonds, Joint and Several Liability, Co-Signers, The coverants and agreements of the Securitization instrument shall bind and benefit the successors and assigns of the Leader and Borrower, subject to the provisions of paragraph 9(b). Borrowers' covenants and agreements shall be joint and several, and Borrower who co-signs this Securitity instrument but does not execute the Note; (a) by co-signing the Securitity instrument only to mortgage, grant and convey that Borrower's interest in the property under; (b) in terms of this Securitry instrument; (c) is not personally obligated to pay the sums secured by this Securitry instrument; and (d) agrees that Leader and any other Borrower may agree to extend, modify, replace or make any accommodations with regard to the terms of this Securitry instrument.

Government's successor in interest, under shall not be required to commence proceedings against any
successor in interest to extend the right or power of attorney made by the same
successor in interest to exercise or confer any power or authority made by the original Government or
successor by its Security instrument for any reason of any demand made by the original Government or
successor in interest any time after the exercise of any right or remedy shall not be a waiver of
any right or remedy.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant 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 assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, 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 17.

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.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of evidence.

If the Lender's interest in this Security Instrument is sold by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. 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.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. 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 a part of this Security Instrument.
(Check applicable box(es)).

Condominium Rider

Growing Equity Rider

Other (specify)

ARM

Planned Unit Development Rider

Graduated Payment Rider

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RMA No.

WATGARRET L. FREERED
NOTARY PUBLIC
ILLINOIS EX-1951030

My Commission Expires:

Given under my hand and affixed seal this
Instrument is their free and voluntary act, for the uses and purposes herein set forth.
Witnessed before me this day in person and acknowledged that they signed and delivered the said
personally known to me to be the same persons(s) whose name(s) is subscribed to the foregoing instrument.

Witness to Affidavit

ROBERTO PADILLA and MANUEL CASTRO, A/k/a J.D.,
I, ROBERTO PADILLA, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS,

Signature (Seal)	Signature (Seal)

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

LOAN NO. 1155667

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FHA Case No.
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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 15th day of September , 1997 , 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 MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3145 S 55TH AVE, CICERO, IL 60804

[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 Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Date**

The interest rate may change on the first day of January , 1999 , and on that day of each succeeding year. "Change Date" means each 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 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 used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new index.

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(g) Evidentiary privilege

(4) **Interest & Changes**
Lenders 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, and (vi) the method of calculating the change in monthly
payment.

(7) *Honeydew*

(E) Compensation of Program Participants
H The trustees may change their compensation by resolution of the Board of Directors.
I The trustees may change their compensation by resolution of the Board of Directors.
J The trustees may change their compensation by resolution of the Board of Directors.
K The trustees may change their compensation by resolution of the Board of Directors.
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X The trustees may change their compensation by resolution of the Board of Directors.
Y The trustees may change their compensation by resolution of the Board of Directors.
Z The trustees may change their compensation by resolution of the Board of Directors.

(E) Configuration of Programmatic Settings

(D) Luminous intensity ratio (luminance ratio) is the ratio of the luminous intensity of two different light sources at the same wavelength.

(C) Combination of Interrelated Rate Change
Before each Change Date, Lender will calculate
and Three / Quarters
the Current Index and rounding the sum to the
Nearest Whole Number
Subject to the limits stated in paragraph (D) of
Rate until the next Change Date.