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1998-10-05 11:37:14
Cook County Recorder 33.00



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PREPARED BY
THE FIRST MORTGAGE CORPORATION
19831 GOVERNORS HIGHWAY
FLOSSMOOR ILLINOIS 60422

~~TOE ITT/PTD~~
State of Illinois

[Space Above This Line For Recording Data]

FHA Case No.

131:9421837:703

MORTGAGE

LOAN NO. 98-25169

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 28, 1998**
The mortgagor is
ANTONIO ESPINOZA AND LOURDES ESPINOZA, HUSBAND AND WIFE

("Borrower(s)"). This Security Instrument is given to
THE FIRST MORTGAGE CORPORATION,

which is organized and existing under the laws of **ILLINOIS**, and whose address is
19831 GOVERNORS HIGHWAY
FLOSSMOOR, IL 60422

("Lender"). Borrower owes Lender the principal sum of **EIGHTY-NINE THOUSAND THREE HUNDRED
EIGHTEEN AND 00/100**

Dollars (U.S. \$ **89,315.00**). 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, 2028**. This Security Instrument secures 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, advanced under paragraph 6 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:

**THE EAST 49 1/2 FEET OF LOT 14 IN OF SCHILLINGS ADDITION TO CHICAGO
HEIGHTS A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF
THE SOUTH WEST 1/4 OF SECTION 20 TOWNSHIP 35 NORTH RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS**
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which has the address of **177 W 15TH STREET, CHICAGO HEIGHTS**

[Street]

Illinois

60411

[Zip Code]

[City]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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 Payment of Taxes, Insurance, 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, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premium for insurance required under Paragraph 4. 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 is held 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 "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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 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 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, leasehold 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.

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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 shall also insure all improvements on the Property, whether now in existence or subsequently erected by Lender, against such hazards, casualties, and contingencies, including fire, for which Lender to the extent 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 damage to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at his option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, or (b) to the restoration of the damaged Property. Any application of the principal shall not extend or postpone the due date of repayment of the damaged Property, except to the extent of any extraordinary circumstances. Borrower shall not commit any act which may interfere with the security instrument (a), within sixty days of a later sale of trustee of the Property) and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of the security instrument, and use the Property as his principal residence until he has paid to the event of foreclosure of his Security interest or other transfer of title to the Property that extinguishes the indebtedness legally entitled thereto.
5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrowers' Loan Application.** Lender shall take care of his Security instrument or other transfers in force shall pass to the purchaser independent, all right, title and interest of Borrower in and to insurance policies in title to the Property.
- In the event of foreclosure of his Security instrument or other transfers of title to the Property that extinguishes the indebtedness legally entitled thereto,
- the monthly payments which are referred to in Paragraph 2, or change in the amount of such payments. Any excess insurance premiums over an amount received to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity liable to pay all outstanding indebtedness under the Note and this Security Instrument.
6. **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 condemnation, are hereby assigned to Lender and held in trust for him by the condemnor, and shall be paid to Lender to the extent of the full amount of the indemnity provided 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 then to preparement of principal, first to any application of the proceeds to the principal shall not exceed or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change in 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 liable to pay all outstanding indebtedness under the Note and this Security Instrument.
7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all government or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time legally entitled thereto.
- Upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.
- directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, Lender's rights in the Property (such as a proceeding in bankruptcy, for condominium or to enforce laws or regulations, covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property) shall be enforced by Paragraph 2, or fails to perform any other obligation of Lender under this instrument.
- Any amounts disbursed by Lender under this Paragraph shall bear interest from the date of disbursement at the Note rate, and as the option included paying items mentioned in Paragraph 2.
- When Lender may do pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's rights in the Property may be suspended or terminated or removed or regranted, if Borrower fails to make these payments or the payment fails to make these payments.
- of Lender shall be immediately due and payable.

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- 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) consents in good faith to the enforcement of the lien by, or defers agreement of the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien over this Security instrument; (c) agrees 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 attach prior to or take one of the actions set forth above within 10 days of the giving of notice, Borrower shall satisfy the priority over this Security instrument, Lender may give Borrower a notice identifying the lien, Borrower shall pay all sums secured by this Security instrument in full of all sums secured by this Security instrument if: (i) Borrower, 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: (ii) Borrower, 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 (iii) The Property is not occupied by the purchaser or grantee as his or her credit has not been approved in accordance with the grantee does so occupy the Property, out his or her credit has not been approved in accordance with the grantee does not authorize such payments, Lender does not have its rights with respect to subordination events. (d) **Regulations of HLD 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 does not regulate such payments, Lender does not have its rights with respect to subordination events. (e) **Mortgage Note 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 of 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 the date hereof, detailing to Lender, shall be deemed conclusive proof of such date hereof, declining to insure this Security instrument and the Note, shall be deemed conclusive proof of such date hereof, declining to insure this Security instrument in full. (f) **Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender requires payment of the Secretary. (g) **No Waiver.** Lender does not waive its rights with respect to subordination events.
- (h) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Gram-Si 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) Borrower, 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: (ii) Borrower, 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 (iii) The Property is not occupied by the purchaser or grantee as his or her credit has not been approved in accordance with the grantee does so occupy the Property, out his or her credit has not been approved in accordance with the grantee does not authorize such payments, Lender does not have its rights with respect to subordination events. (j) **Transferred (other than by descent).** 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 descent), and (k) **Regulations of HLD 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 does not regulate such payments, Lender does not have its rights with respect to subordination events. (l) **Waiver.** Lender does not waive its rights with respect to subordination events.
- (m) **Mortgage Note 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 of 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 the date hereof, detailing to Lender, shall be deemed conclusive proof of such date hereof, declining to insure this Security instrument and the Note, shall be deemed conclusive proof of such date hereof, declining to insure this Security instrument in full. (n) **Waiver.** Lender has a right to release the exercise of any right or remedy. (o) **Waiver.** 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. (p) **Waiver.** 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. (q) **Waiver.** Lender's successor 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. (r) **Waiver.** Lender'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. (s) **Waiver.** Lender'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. (t) **Waiver.** Lender'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. (u) **Waiver.** Lender'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. (v) **Waiver.** Lender'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. (w) **Waiver.** Lender'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. (x) **Waiver.** Lender'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. (y) **Waiver.** Lender'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. (z) **Waiver.** Lender'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.

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Leender shall not be required to meter upon, take control of or maintain the Property before or after giving notice of non-compliance with the terms of the Agreement of rents shall not cure or waive any default or invalidity in instrument is paid in full. Breach to Borrower, Leender 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 other right or remedy of Leender. This assignment of

Borrower has not exercised any prior assignment of the rents and has not and will not perform any act that would prevent Leender from exercising its rights under this Paragraph 17.

Borrower's agent or Leender's written demand to the tenant or Leender's written security instrument is paid to Leender and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Leender and receive all rents secured by the Security instrument; (b) Leender shall be entitled to collect benefit of Leender only, to be applied to the sums secured by the Security instrument; If Leender gives notice of breach to Borrower; (c) all rents received by Borrower shall be held by Borrower as trustee for and not an assignment for additional security only.

the Property as trustee for the benefit of Leender and Borrower. This assignment of rents constitutes an absolute assignment of any covenant in the Security instrument, Borrower shall collect and receive all rents and revenues of the Property to pay the rents to Leender or Leender's assigns. However, prior to Leender's notice to Borrower of Borrower's property authorizes Leender to collect the rents and revenues and hereby directs each tenant of

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Leender all the rents and revenues of the

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

18. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located; pesticides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As

Environmental Law and the following substances: gasoline, kerosene, oil, paint, varnish or toxic products, loans of which Borrower has actual knowledge. If Borrower learns of, is notified by, any government entity or regulatory authority, that any removal or other remediation of any Hazardous Substances affects the Property in any manner, Borrower shall promptly give Leender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property and any Hazardous Substance of Environmental

Hazardous Substances or in violation of any environmental law, statute, regulation, rule, order, permit, license, or normal residential uses and to maintainance of the Property. 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage or release of any

19. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument.

14. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of clause of this Security instrument or the Note which confers jurisdiction in which the Property is located, is ineffective without the consent of the parties, it shall be severable. The Note and the provisions of this Security instrument and the Note are declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in person or by mail to Leender's address stated herein or any address Leender designates by notice to Borrower. Any notice to Leender shall be given by first class mail unless otherwise Borrower designates by notice to Leender. Any notice to Leender shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's address or any other address Borrower designates by notice to Leender. Any notice to Leender shall be given by first class mail to Leender's address stated herein or any address Leender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Leender when given as provided in this Paragraph.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signors. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Leender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's successors and assigns 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 instrument to the Property under the terms of this Security instrument or the Note without the Borrower's consent; (b) is not personally obligated to pay the sum secured by this Security instrument; and (c) agrees that Leender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the term of this Security instrument or the Note without the Borrower's consent.

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FINALATING 10/9/91

Initials: AEE

Property of Cook County Clerk's Office

Instrument Type Rider

Plainfield Multi Development Rider

Gurnee Minimum Rider

Graduate Payment Rider

Growing Equity Rider

Non-Owner Occupancy Rider

Adjustable Rate Rider

Other [Specify]

[Instrument Type Rider] (Check applicable box(es))

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall extend and supplement the coverings and agreements of this Security Instrument.

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

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 recording costs.

18. Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorney fees and costs of little evidence.

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 attorney fees and costs of little evidence.

If the Lender's interest in this Security Instrument is held 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.

If the Lender's interest in this Security Instrument is held 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.

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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.

Witnesses:

Antonio Espinoza
ANTONIO ESPINOZA

(Seal)
Borrower

Lourdes Espinoza
LOURDES ESPINOZA

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Space Below This Line For Acknowledgment]

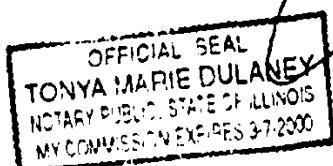
STATE OF ILLINOIS }
County of COOK }
 }
 } ss.

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that ANTONIO ESPINOZA & LOURDES ESPINOZA HUSBAND AND WIFE,

, 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 they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of SEPTEMBER, 1998.

My Commission expires:



Tonya Marie Dulaney
Notary Public

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