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Submitted by

DUPLICATE
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15-08-430-014

GTJ/CG/VALUES

GREATER ILLINOIS
TITLE COMPANY
BOX 116
467151

STATE OF ILLINOIS

FHA MORTGAGE

#969661-2

FHA CASE NO.

1311629661-2

This Mortgage ("Security Instrument") is given on MARCH 25 1991.
The Mortgagor is JESUS J. RANGEL AND MARIA G. RANGEL, HIS WIFE

whose address is 453 N. MELROSE, HILLSIDE, IL 60162

(("Borrower")). This Security Instrument is given to
FLEET MORTGAGE CORP., which is organized and existing under the laws of THE STATE OF RHODE ISLAND, and whose address is 11200 W. PARKLAND AVE., MILWAUKEE, WI 53224

(("Lender")). Borrower owes Lender the principal sum of
SIXTY ONE THOUSAND SIX HUNDRED FORTY FOUR AND NO/100
Dollars (U.S. \$ 61,644.00).
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 in
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 NORTH 97 FEET OF LOT 47 IN J.H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION OF THAT PART OF THE SOUTHEAST 1/4, LYING SOUTH OF BUTTERFIELD ROAD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE IDENTIFIED

PIN# 15-08-430-014
15-08-430-015

which has the address of 453 N. MELROSE,
[Street]
Illinois 60162 [Zip Code]

HILLSIDE
[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.

34556
PROPERTY OF COOK COUNTY RECORDS OFFICE

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2643 N. Hartman Avenue
Chicago, IL 60625-1694

THE ESTATE PLANNING GROUP

This instrument was prepared by:

My Conclusion expires:

Given under my hand and official seal, this

day of

Subscribed and delivered the said instrument in the presence of

and acknowledged this day in person, and acknowledged this day in person,

personally known to me to be the same person(s) whom I named.

I hereby certify that Jesus J. Rangele + Maria J. Rangele, his wife,
do hereby make this instrument in and for said county and state,
as Notary publics in and for said county and state.

STATE OF ILLINOIS.

COOK COUNTY, ILLINOIS

Borrower
(Seal)

Borrower
(Seal)

Maria J. Rangele, his wife
(Seal)

Jesus J. Rangele
(Seal)

Witness:

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.

- Promised Land Development Rider Graduated Payment Rider Other
 Adjustable Rate Rider Growing Equity Rider
 Creditline Rider

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 together with this Security Instrument and shall be deemed part of this Security Instrument as if the rider(s) were in a part of this Security Instrument). [Check applicable boxes].

Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, Lender may, at option and notwithstanding anything to the contrary, require payment of principal, interest and any other amounts due under this Security Instrument, in full, prior to the maturity date of this Security Instrument, and the note secured thereby to remain in force until paid in full, notwithstanding any provision to the contrary.

39. Whether or not suspended, Borrower waives all right of homestead exemption in the Property.

40. Borrower shall pay any recording costs.

41. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge and costs of title evidence.

42. Procedure: If Lender requires immediate payment in full under paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

43. Procedure: If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any recording provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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

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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 and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
- (i) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary 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.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated 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 term 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 this Security Instrument.

16. 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 16.

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.

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6. ~~Such Lenders may collect fees and charges authorized by the Secretary.~~
 debased under the Note and this Security Instrument shall be paid to the City of New Bedford in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay the Note will be referred to in Paragraph 3, or the date of the moratorium, which are referred to in Paragraph 2, or the date of the Note and this Security Instrument. The proceeds of any indebtedness under the Note and this Security Instrument, which are referred to in Paragraph 3, or the date of the Note and this Security Instrument, shall apply to the payment of principal, interest and other amounts due under the Note and this Security Instrument, unless otherwise provided in the Note.

7. ~~Accrued damages, the proceeds of any part of the Property, or for conveyance in place of condemnation, are hereby assured and shall be paid to Lender to the extent of the full amount of the condemnation, unless otherwise provided in the Note and this Security Instrument, unless otherwise provided in the Note and this Security Instrument, which are referred to in Paragraph 2, or the date of the Note and this Security Instrument.~~
 Any amount disbursed by Lender under this Note and this Security Instrument, at the Note rate, and at the option of Lender, shall be: immediately due and payable. Any amount shall become an additional debt of Borrower and be secured by this Security Instrument. These funds shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, to the extent of the full amount of the condemnation, unless otherwise provided in the Note and this Security Instrument.

8. ~~Borrower shall promise to make the payments mentioned in Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument to Lender's satisfaction, to pay any attorney's fees incurred by Lender in connection with any action or proceeding brought by Lender to collect any amount due under this Note and this Security Instrument.~~
 Borrower shall promise to pay all government taxes and assessments and other expenses in connection with the ownership of the property, if necessary to protect it from attachment, garnishment, execution, or other legal process, and to pay all costs and expenses of defense, including reasonable attorney fees, incurred by Lender in defending against any suit, action or proceeding brought by Lender to collect any amount due under this Note and this Security Instrument.

9. ~~Possession and protection of Lender's Right to the Property, Lender shall hold the property in trust for Lender to collect the amounts due under this Note and this Security Instrument, or to pay any attorney's fees incurred by Lender to collect any amount due under this Note and this Security Instrument.~~
 In the event of foreclosure of this Note, title and interest of Borrower in and to insurance policies in force as of the date hereof, to the extent of the amount required to pay the Note, is held by Lender until the amount due under this Note and this Security Instrument is satisfied or Lender has taken possession of the property, or if Lender fails to take possession of the property, or if Lender fails to pay the Note, is held by Lender until such time as Lender has received payment in full of the amount due under this Note and this Security Instrument.

10. ~~Flood and Other Insurance, Borrower shall insure the property company concerned to satisfy Lender to make payments for loss of or damage to Lender's property, which may be applied by Lender to the event of loss, Borrower shall give Lender immediate notice of such damage to Lender if not made prompt.~~
 If the insurance company so applied to Lender and to satisfy Lender's requirements for insurance coverage, Lender shall include such coverage in the amount required to pay the Note, and in a form acceptable to Lender.

11. ~~Fire, Flood and Other Insurance, Borrower shall insure all improvements on the property now in existence, whether now in existence, or any hazards, conditions, and contingencies, including future hazards, conditions, and contingencies, to the amount required to pay the Note, and in a form acceptable to Lender; this insurance shall be maintained in the amounts and for the periods specified by Lender, Borrower shall incur all improvements on the property now in existence, whether now in existence, or any hazards, conditions, and contingencies, including future hazards, conditions, and contingencies, to the amount required to pay the Note, and in a form acceptable to Lender.~~
 This insurance shall be maintained in the amounts and for the periods specified by Lender, Borrower shall incur all improvements on the property now in existence, whether now in existence, or any hazards, conditions, and contingencies, including future hazards, conditions, and contingencies, to the amount required to pay the Note, and in a form acceptable to Lender.

12. ~~Agreement of Payments, in payments under Paragraphs 1 and 2 shall be applied by Lender as follows:~~
 If Borrower fails to pay the amount required to pay the Note, and in a form acceptable to Lender, Borrower shall be liable to Lender for all amounts remaining for all installments for items (a), (b) and (c).
 If Borrower fails to pay the amount required to pay the Note, and in a form acceptable to Lender, Borrower shall be liable to Lender for all amounts remaining for all installments for items (a), (b) and (c).
 If Borrower fails to pay the amount required to pay the Note, and in a form acceptable to Lender, Borrower shall be liable to Lender for all amounts remaining for all installments for items (a), (b) and (c).
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 If Borrower fails to pay the amount required to pay the Note, and in a form acceptable to Lender, Borrower shall be liable to Lender for all amounts remaining for all installments for items (a), (b) and (c).

13. ~~As used in this Note and this Security Instrument, "Secretary," means the Secretary of Housing and Urban Development for this city before the date the Note becomes due.~~
 Before the date the Note becomes due, Lender shall hold the amount required to pay the Note, and in a form acceptable to Lender, which is due to the Secretary, or to the Note holder, to make up the deficiency on or before the date the Note becomes due.

14. ~~Each monthly payment shall be in an amount equal to one-twelfth of the outstanding principal balance when the Note is due, and if the Note is due, Lender shall pay to the Note holder the amount necessary to pay the Note, and in a form acceptable to Lender, which is due to the Note holder, to make up the deficiency on or before the date the Note becomes due.~~
 Each monthly payment shall be in an amount equal to one-twelfth of the outstanding principal balance when the Note is due, and if the Note is due, Lender shall pay to the Note holder the amount necessary to pay the Note, and in a form acceptable to Lender, which is due to the Note holder, to make up the deficiency on or before the date the Note becomes due.

15. ~~2. Monthly Payments of Taxes, Interest and Other Charges, Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and in the Note rate, the amount of taxes, interest and other charges due under the Note.~~