## UNOFFICIAL COM 37 19169

2001-08-07 10:00:50

Cook County Recorder

23.50

RECORD AND RETURN TO: Ivy, Chepov & Scott, Ltd. 2840 N. Milwaukee Ave. Chicago, IL 60618

0010719169

## **MORTGAGE**

This MORTGAGE ("Security restrument") is given on June 28, 2001. The mortgagor is ELBA ROSADO ("Borrower"). This Security Increment is given to IRIS N. ORTIZ-MEDINA, ("Lender"). Borrower owes Lender the principal sum of TEN THOUSAND AND 00/100 Dollars (U.S. \$10,000.00).

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 loca'ed in Highland Park, Illinois:

LOT 122 (EXCEPT THE SOUTH 28 FEET) AND ALL OF LOT 121 IN WILLIAM B. WEIGEL'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHVEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST, OF THE THIRD PRINCIPAL MEPLI IAN, INCOOK COUNTY, ILLINOIS.

PIN: 16-02-301-025

COMMON ADDRESS: 1103 N. Harding, Chicago, Illinois.

TOGETHER with all the improvements now or hereafter erected on the property, and all casements, appurtenances, and 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. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

3. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 4. **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.
- 5. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

Witnesses:	2	Elba ROSADO -BO	Rosal	<u>lo</u>
	O)r	ELDA KOSADO -BI	oliowei	
STATE OF ILLINOIS	) )ss			
COUNTY OF COOK	)	_		
I, Daniel Sco That Elba Ros	4+ ,a Nota	ry I ublic in and for sa	id county and state d	lo hereby certify
	ado hose name(s) are subscribed	0.	, pers	sonally known to me to
person, and acknowledg	ed that they signed and deli	vered the said it strum	ent as their free and	voluntary act, for the
uses and purposes therei	n set forth. Given under my	hand and official seal	I, this $3/3$ day of	f July
	,	"OFFICIA	ossossossiji Ledal"	
	<b>H</b>	DANIEL F	P. SCOTT	
Notary Public	w	My Commission 1	Expires 09/11/07	
My Commission Expires	s: 9-11-2002	2 Bossessesses	22222222	