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UNOFFICIAL COPY

PREPARED BY
COMERICA MORTGAGE CORPORATION
DOWNER
CHICAGO, ILLINOIS 60615

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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RECORD AND RETURN TO:

COMERICA MORTGAGE CORPORATION
OAKTEC OFFICE CENTER-7474
DETROIT, MICHIGAN 48275-7474

04073125

11. CH.5

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MORTGAGE

0010806980

Page 2 of 2

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 16, 1994. The mortgagor is
MIGUEL ANGEL AGUILAR, MARRIED TO
NICOLASA AGUILAR **

. DEPT-01 RECORDING \$33.00
. T#0012 TRAN 2951 03/09/95 14:28:00
. #5668 + JM *-95-160865
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to
COMERICA MORTGAGE CORPORATION, A MICHIGAN CORPORATION

which is organized and existing under the laws of THE STATE OF MICHIGAN, and whose
address is 3551 HAMLIN ROAD
AUBURN HILLS, MICHIGAN 48326
SEVENTY SIX THOUSAND EIGHT HUNDRED
AND 00/100
(Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 76,800.00).
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 JANUARY 1, 2025
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:

LOT 3 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 14 IN STEELE'S SUBDIVISION
OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION
26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

**THIS INSTRUMENT IS BEING RE-RECORDED TO INCLUDE MRS. AGUILAR'S SIGNATURE ON THE
RIDER

**NICOLASA AGUILAR IS EXECUTING THIS MORTGAGE SOLELY FOR THE
PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
16-26-420-024

which has the address of 2804 SOUTH CHRISTIANA AVENUE, CHICAGO
Illinois 60623 (Zip Code) ("Property Address"); (Street, City).

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

DPS 1088
Form 3014 9/90

VMP -6R(IL) (9101)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

Initials: MAA
N.A.

59809156

BOX 333-CTI

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KMT

more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. 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

these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs this Security Instrument.

Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may, so long as Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pay. Borrower interest on the Funds and applicable law permits Lender to make such Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity Escrow Items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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Form 3014 9/90
Initials: *ML*