

After Recording Return To:
ABN AMRO Mortgage Group, Inc.
P.O. Box 5064
Troy, MI 48007-3703

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2001-09-07 14:27:01
Cook County Recorder 47.50

Prepared By:
Robertson & Anschutz, P.C.
2425 West Loop South, Suite 800
Houston, Texas 77027



FIRST AMERICAN TITLE

Car 66996
LMR 2012

MORTGAGE

Loan No. 0007882297

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated August 27, 2001, together with all Riders to this document.
- (B) "Borrower" is Norma Cruz and husband, Miguel Figueroa. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is ABN AMRO Mortgage Group, Inc.. Lender is a corporation organized and existing under the laws of the state of Delaware. Lender's address is 350 East Touhy Avenue, Suite 280W, Des Plaines, IL 60018. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated August 27, 2001. The Note states that Borrower owes Lender One Hundred Sixty Thousand and no/100 Dollars (U.S. \$160,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2031.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Addendum to ARM Rider | <input type="checkbox"/> Construction Loan Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input checked="" type="checkbox"/> Legal Description | <input type="checkbox"/> Subordinate Lien Rider |

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" mean those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 and Lender's successors and assigns, the following described property located in the County of Cook:

See Exhibit 'A' attached hereto and made a part hereof for all purposes

which currently has the address of 2837 North Lowell Avenue, Chicago, IL 60641 ("Property Address"):

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 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.

the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at pay to Lender, all Funds, and in such amounts, that are then required under this Section 3.

any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to Borrower shall then be obligated under Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until

extend or postpone the due date, or change the amount, of the Periodic Payments.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not prepayments shall be applied first to any prepayment charges and then as described in the Note. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to Security Instrument, and then to reduce the principal balance of the Note.

it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and this Security Instrument.

making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such or partial payment if the payment or partial payments are insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or Payments are deemed received by Lender when received at the location designated in the Note or at such other location upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, but in no more than 12 monthly payments. If there is a deficiency in accordance with RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and pay them in the manner provided in Section 3. 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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvement's now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise

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limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions, whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to

occupancy of the Property as Borrower's principal residence. Material representations include, but are not limited to, representations concerning Borrower's misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any prior to such an interior inspection specifying such reasonable cause.

Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, obligation for the completion of such repair or restoration.

insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or

withheld, or unless extenuating circumstances exist which are beyond Borrower's control. at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days

Instrument, whether or not then due. insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related

if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2. insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof shall name Lender as mortgagee and/or as an additional loss payee.

required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and

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If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such

fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender shall not be construed as a prohibition on the charging of such limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument

amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy. Borrower covenants and agrees that without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including,

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order hereby assigned and shall be paid to Lender. proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are

19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The this Security Instrument. Borrower covenants that if acceleration has occurred, reinstates as provided in Section

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under Miscellaneous Proceeds. the third party that owns Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard

or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Property immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the taking, destruction, or loss in value. Any balance shall be paid to Borrower. partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial

Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2. be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include the plural and vice versa; and (c) the words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument.

22. 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 Section 18 unless 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

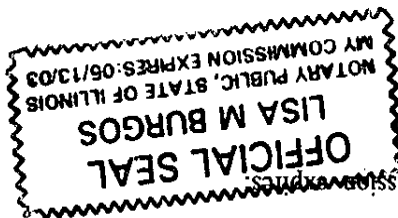
Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser. Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party here to a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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Name and title _____

Notary Public _____

My Commission Expires _____

I, Norma Cruz, a Notary Public in and for said county and state, do hereby certify that Norma Cruz and husband, Miguel Figueroa, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth.

(Seal) -Borrower

(Seal) -Borrower

Miguel Figueroa
(Seal) -Borrower

Norma Cruz
(Seal) -Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

Applicable Law.

Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under

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LEGAL DESCRIPTION:
BLOCK 8 IN BLOCK 3 IN J.E. WHITES SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE SOUTH
HALF OF THE NORTH EAST QUARTER LYING WEST OF THE CHICAGO, MILWAUKEE AND ST. PAUL
RAILROAD OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PHN # 13-27-225-008

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(R&A) 07882297 - rd3170.mis - Rev. 08/10/2000

Form 3170 1/01 (Page 1 of 3 pages)

MULTISTATE 1-4 FAMILY RIDER -- Family Mac/Fredde Mac UNIFORM INSTRUMENT

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

2837 North Lowell Avenue
Chicago, IL 60641
[Property Address]

THIS 1-4 FAMILY RIDER is made this twenty-seventh day of August, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ABN AMRO Mortgage Group, Inc. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1-4 FAMILY RIDER
(Assignment of Rents)

Loan No.: 0007882297

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MULTISTATE 1-4 FAMILY RIDER -- Family Mac/Proddie Mac UNIFORM INSTRUMENT
(R&A) 07882297 - rd3170.mls - Rev. 08/10/2000

Form 3170 1/01 (Page 2 of 3 pages)

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

Loan No.: 0007882297

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MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01 (Page 3 of 3 pages) (R&A) 07882297 - rd3170.mls - Rev. 08/10/2000

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(Seal) -Borrower

Norma Cruz
Norma Cruz
(Seal) -Borrower
Miguel Figueroa
Miguel Figueroa
(Seal) -Borrower

Rider.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in
which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of
the remedies permitted by the Security Instrument.

Loan No.: 0007882297