UNOFFICIAL C 15 705 001 Page 2000-02-22 15:42:54

Cook County Recorder -

ORIGINA



Acct. No.: 4428371

MORTGAGE

ORIGINAL

ORIGIN Credit Corporation and/or assigns, which is organized existing under the laws of Delaware, and whose address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Lander"). Borrower owes Lender the principal sum of One Hundred Thirty Five Thousand and 00/100---- Dollars (U.S. \$135,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly parments, with the full debt, if not paid earlier, due and payable on March 1, 2030. 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

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:

see attached legal description

14-21-306-038-1011

Chert's Office which has the address of 3470 North Lake Shore Drive Unit 7b, Chicago, Illinois 60657 ("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."

[Space Above This Line For Recording Data]

protect the security of this Security Instrument; and (c) the performance of For ower's covenants and agreements under this Security

BORROWER COVENANTS that Borrower is lawfully seised 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.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 0834u (09/21/95) PJFILMTG Illinois Mortgage

requires. The insurance earrier providing fire insurance shart of chosen of many, at Lender's option, obtain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Form 3014 9/90 (page 2 of 7 pages) requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

within 10 days of the giving of notice.

may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the 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 Borrower shall promptly discharge any lien which has priority over this Security Instrument un'es Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to Property which may attain priority over this Security Instrument, and leasehold payments or £10 nd rents, if any. Borrower shall

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, face and impositions attributable to the

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Security Instrument.

the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Funds held by Lender. If, under paragraph 21, Lender shall acquire or will be Property, Lender, prior to the acquisition or sale of Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

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 twelve any time is not sufficient to pay the Escrow Items when due, Let der may so notify Borrower in writing, and, in such case Borrower Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, anless applicable law provides otherwise. Unless an agreement is made or applicable law charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a Escrow Items. Lender may no charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Le.,der is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds and be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity basis of current date and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the time, 12 U.S.C.@§ 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or 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 and

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Bortower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

I. 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:

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition chall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 6. Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless 1 onder otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begon that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Porrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If in Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrover secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon notice from Lender to Borrower sequesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

(sə8vd \ fo + 98vd) Form 3014 9/90

### 00130104

Security Instrument.

Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

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

without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and 'he iaw of the jurisdiction in

shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument other address Borrower designates by notice to Lender. Any notice to Lender shall be given by its class mail to Lender's address first class mail unless applicable law requires use of another method. The notice shall be dir seed to the Property Address or any 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by

refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. 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 permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Instrument; and (c) agrees that Lender and any other Borrower mry agree to extend, modify, forbear or make any accommodations Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the 17. Borrower's covenants and agreements shall be joint and reveral. Any Borrower who co-signs this Security Instrument but does Security Instrument shall bind and benefit the successiff and assigns of Lender and Borrower, subject to the provisions of paragraph

12. Successors and Assigns Bound; Join and Several Liability; Co-signers. The covenants and agreements of this

remedy.

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 sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured My this Security Instrument granted by Lender to any successor in interest of Borrower shall not

11. Borrower Not Reli ased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the due date of the monthay payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

this Security Instrument, whether or not then due.

authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

Security Instrument whether or not the sums are then due.

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

paid to Lender. condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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 delivered or mailed 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.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that cellects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer currelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- **20.** Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other frammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. 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 part graph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. 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.
  - 23. Waiver of Homestead. Borrower waives all right to homestead exemption in the Property.

00130104	
Form 3014 9/90 (page 6 of 7 pages)	
-Borrower (Seal)	
Nätalia A. MonroyBorrower (Seal)	i
Dean Martinez Borrower (Seal)	
	Witnessess:
he terms and covenants contained in this Security Instrument and in	· 0/2
	[ ] Other(s) [specify]
[X] Fixed/Adjustable Rate Rider	[ ] Construction/Perms nent Loan Rider
[ ] Adjustable Rate/ Index Conversion Option Rider	[ ] Index Conversion Option / Periodic Rate Limits Rider
[ ] Adjustable Rate/Conversion Option Rider	[ ] Index Conversion Option Rider
[ ] Conversion Options / Periodic Rate Limits Rider	[ ] Second Home Rider
[ ] Conversion Options Rider	[ X ] 1-4 Family Rider
[ ] Planned Unit Development Rider	[ ] Balloon Rider
[ X ] Condominium Rider	[ ] Adjustable Rate Rider

covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

[Check applicable box(es)]

**UNOFFICIAL COPY** 

UNOFFICIAL COPY 30104

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS COUNTY OF Cook	) )ss.	STATE OF ILLINOIS COUNTY OF Cook	) )ss.
I, the undersigned, a for said County, in the HEREBY CERTIFY that	Notary Public in and the State aforesaid, DO Dean Martinez personally	I, the undersigned, a for said County, in t	Notary Public in and he State aforesaid, DO Natalia A. Monroy personally
name(s) is/are subscr instrument appeared be person, and acknowled	e same person(s) whose libed to the foregoing person to the foregoing person to the second second signed.	name(s) is/are subsci	e same person(s) whose ribed to the foregoing before me this day in
as h'r	the said instrument	sealed and delivered	the said instrument
purposes set forth,	oct, for the uses and including the release of the right of	free and voluntary a purposes set forth, therein and waiver homestead.	act, for the uses and including the release of the right of
Given under my hand and day of rebryary	ffic al seal this 14 2000 .	Given under my hard and day of February	official seal this 14 2000 .
Commission expires:	"OFFICIAL SEAL"  CHERYL L. BRADY	Commission expires:	Notary Public
	NOTARY PUBLIC, STATE OF ILC NOIS S MY COMMISSION EXPIRES 5/9/200?		CHERYL L. BRADY NOTARY PUBLIC, STATE OF ILLINO MY COMMISSION EXPIRES 5/9/200
STATE OF ILLINOIS COUNTY OF	) )ss.	STATE OF ILLINOIS COUNTY OF	) )ss.
I, the undersigned, a for said County, in the HEREBY CERTIFY that	e State aforesaid, DO	I, the undersigned, a for said County, in the HEREBY CERFIFY that _	
known to me to be the name(s) is/are subscrinstrument appeared b person, and acknowledge	ibed to the foregoing efore me this day in	known to me to be the name(s) is/are subscrinstrument appeared be person, and acknowled	ged that
sealed and delivered as	the said instrument	sealed and delivered as	signed, the said instrument
free and voluntary as purposes set forth, i therein and waiver homestead.	ncluding the release	free and voluntary a purposes set forth, therein and waiver homestead.	ct, for the uses and including the release of the right of
Given under my hand and o day of	fficial seal this	Given under my hand and o day of	fficial seal this
	Notary Public		Notary Public
Commission expires:		Commission expires:	

MORTGAGE

### UNOFFICIAL COPO 130104

Title	No.	

TO

Recorded At Request of Merrill Lynch Credit Corporation

Prepared By:

Merrill Lynch Credit Corporation 4802 Deer Lake Drive East Jacksonville, Florida 32246-6484

Attention: Post Closing Department

RESERVE THIS SPACE FOR USE FOR RECORDING OFFICE

#### 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT NO. 7B IN 3470 N. LAKE SHORE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

#### PARCEL 1:

THAT PART OF THE SOUTHERLY 40 FEET OF LOT 37 LYING SOUTHWESTERLY OF THE WEST LINE OF SHERIDAN ROAD (EXCEPTING THEREFROM THE WESTERLY 54.75 FEET) IN BLOCK 13 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 BOTH INCLUSIVE AND 33 TO 37 BOTH INCLUSIVE IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

#### PARCEL 2

THE NORTHERLY 25 FEET MEASURED AT RIGHT ANGLES WITH NORTHERLY LINE THEREOF OF THE FOLLOWING DESCRIPED TRACT OF LAND: THAT PART OF LOT 1 IN THE SUBDIVISION OF BLOCK 16 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 BOTH INCLUSIVE AND 33 TO 37 BOTH INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEXIDIAN, DESCRIBED AS FOLLOWS:: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAIT LOT WITH THE WESTERLY LINE OF SHERIDAN ROAD; THENCE WESTERLY ALONG THE NORTHERLY INO SAID LOT 150 FEET; THENCE SOUTHERLY TO A POINT IN THE SOUTH LINE OF SAID LOT DISTANT 190 FEET EASTERLY FROM THE WESTERLY LINE OF SAID LOT AND BEING ON THE NORTHERLY LINE OF HAWTHORNE PLACE; THENCE EASTERLY ALONG SOUTHERLY LINE OF SAID LO', 150.84 FEET TO THE WESTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SHERIDAN ROAD, 298.95 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM MADE BY THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, '. A NATIONAL BANKING ASSOCIATION, RECORDED AS DOCUMENT 20446824 AND FILED AS LOCALENT LR2380325 (EXCEPT THAT PART FALLING IN UNITS NO. 4A TO 27B AS SAID UNITS ARE DELINEATED ON SAID SURVEY) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

#### FIXED/ADJUSTABLE RATE RIDER

LIBOR 6 Month Index (As Published in The Wall Street Journal)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 14th day of February, 2000 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 Fixed/Adjustable Rate Note (the "Note") to Merrill Lynch Credit Corporation, a Delaware corporation, whose street address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484, (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3470 North Lake Shore Drive Unit 7b Chicago, Illinois 60657.

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Sorrower and Lender further covenant and agree as follows:

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provide, for an initial fixed interest rate of 8.5%. The Note also provides for a change in the initial fixed rate to an adjus the interest rate, as follows:

#### 4. ADJUSTABLE INTEREST I.A.TE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of March 1, 2005, and the adjustable interest ra e will pay may change on that day every 6th month thereafter. The date on which my initial fixed interest rate charges to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Chrige Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. Lollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will enouse a new index that is based upon comparable (page 1 of 4 pages) information. The Note Holder will give me notice of this choice.

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(C) Calculation of Changes

Before each Change Date the Note Holder will calculate my new interest rate by adding two percentage points (2.00%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the next Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits of Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.50% or less than 2.50%. My interest rate will never be greater than 14.50%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INI TIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TEXMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHAY LIBE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be executed by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

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

(A)cl of 4 pages)

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument. Lender also shall not exercise the option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a love h of any covenant or agreement in the Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a cond tio i to Lender's consent to the loan assumption. Lender also may require the transferee to sign an 'ssymption agreement that is acceptable to Lender and that obligates the transferee to keep all the produces and agreements made in the Note and in the Security Instrument. Borrower will continue to be obligated under the Note and the Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 delivered a mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedier primitted by the Security Instrument without further notice or demand on Borrower.

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(page 3 of 4 pages)

BY SIGNING BELO Fixed/Adjustable Rate Rider.	DW, Borrower accepts and	agrees to the terms and co	ovenants contained in this
Dean Martinez Borrower	(Seal)	Natalia A. Monroy Borrower	(Seal)
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#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14th day of February, 2000, 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 Merrill Lynch Credit Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3470 North Lake Shore Drive Unit 7b Chicago,Illinois 60657. The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: Lake Shore (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

Condonanium Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominiar. Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominiar Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" pelicy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for Lazard insurance on the Property; and
- (ii) Borrower's obligation under Uni orm Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceed, in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby a signed and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Scottary Instrument as provided in Uniform Covenant 10.

CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140 9/90 (Page 1 of 2)
PrimeFirst CONDO RIDER
(02/25/99) PJFSTCR 4428371

- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies I Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts d so rsed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of distursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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#### 1-4 FAMILY RIDER

**Assignment of Rents** 

THIS 1-4 FAMILY RIDER is made this 14th day of February, 2000, 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 Merrill Lynch Credit Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3470 North Lake Shore Drive Unit 7b Chicago Illinois 60657.

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Eorewer and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property Lovered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or he earter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, mose 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, panelling and attached floor covering, now or hereafter attached to the Property, 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."
- B. USE OF PROPERTY; COMPLIANCE WITH LAV. 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.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Bone wer shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Len er's prior written permission.
- **D. DELETION OF UNIFORM COVENANT 18.** Uniform Covenant 18 is delete 1, in less the Property is located in New Jersey and is occupied as the residence of the Borrower or the Borrower's handed family.
- **E. BORROWER'S OCCUPANCY.** Unless the Property is Borrower's principal residence, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

1-4 RIDER PRIMEFIRST/JUMBO FIXED-ASSIGNMENT RENT (02/25/99) PFST14AR 44/28371

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has given actice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are Unless the Property is located in Michigan, Borrower absolutely and unconditionally assigns and transfers to

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

G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

F. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the

Rents constitutes an absolute assignment and not an assignment for additional security only.

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

Borrower to Lender secured by the Security Instrument pursuant of Uniform Covenant 7. Property and of collecting the Rents any funds expended by Lancer for such purposes shall become indebtedness of If the Rents of the Property are not sufficient to cor er the costs of taking control of and managing the

Borrower represents and warrants that 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.

Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full. Rents shall not cure or waive any default or invalidate any other right or remedy of Lender This assignment of Lender's agents or a judicially appointed receiver, may do so at any time when a default a cruts. Any application of control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which

(Page 2 of 3)

permitted by the Security Instrument.

inadequacy of the Property as security.

leasehold.

BY SIGNING BELOW, Borrower accepts and a Family Rider.	agrees to the terms and provisions contained in this 1-4
	Dean Martinez (Seal)
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