

PREPARED BY:
ROSE A. ELLIS
CHICAGO, IL 60675

UNOFFICIAL COPY

RECORD AND RETURN TO:

03000088

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

[Space Above This Line For Recording Data]

MORTGAGE

334558

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 24, 1993
ANGEL M. RIVERA
AND LUZ S. RIVERA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
THE NORTHERN TRUST COMPANY

2014-61 RECORDING# \$33.00
1993-11-24 1997-12-00 11-11-60
62850 W 60-325-40027-0113
COOK COUNTY 61 BORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675 ("Lender"). Borrower owes Lender the principal sum of
THIRTY THREE THOUSAND TWO HUNDRED FIFTY
AND 00/100 Dollars (U.S. \$ 33,250.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 55 IN PALMER PLACE ADDITION, BEING A SUBDIVISION OF PART OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

03000088

13-35-116-029

3300
3345

which has the address of 2017 NORTH WHIPPLE, CHICAGO
Illinois 60647 ("Property Address");
Zip Code

Street, City ,

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

WMA-8R(BL) 9/90

VMP MORTGAGE FORMS - (312)283-8100 (800)821-7201

Page 1 of 6

DPB 1088
Form 3014, 8/90

Initials: J.L.K.
Signature: J.L.K.

J.L.K.

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However, such principles do not always give the law which has priority over the Security Interest until a holderover; (a) unless the party to the agreement has given up his right to do so by an agreement of the parties.

4. Categories: Deeds, Mortgages, Chattel, Bills of Lading, and Instruments, among others, may be used to transfer property.

3. Application of Definitions. Unless otherwise provided below, all payments made by Lender under paragraphs

(Upon presentation in full of all sums accounted by his Secretary last mentioned, Leader shall promptly remit to the receiver any funds held by Leader, under paragraph 2, Leader shall require to set the paper, Leader, prior to the requisition of side

If the Funds held by Landlords exceed the amounts permitted to be held by applicable law, Landlords shall be entitled to bottom-line recovery of the amounts held in excess of the permitted amount.

The funds shall be held in an institution whose depositors are insured by a federal agency, or similarly incorporated, if Lender is not an insured corporation or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the escrow fees, Lender may not charge for holding and applying the Funds, similarly applying the escrow fees, or unless less than, unless Lender may require borrower to pay a one-time charge for the independent real estate tax reporting service a charge; however, Lender may require borrower to pay a one-time charge for the escrow fees if Lender is unable to make such application to Lender in connection with this loan, unless independently two providers otherwise. Unless an agreement is made or used by Lender to pay a one-time charge for the independent real estate tax reporting service without charge, the two providers shall not be required to pay borrower any interest on the Funds without charge, in which case the amount available of the Funds, along with any credits and debits to the Funds and the purpose for which each without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each deposit to the Funds was made. The Funds are held as an investment security for all sums received by this Securitization.

Because lenses or otherwise in accordance with applicable law.

(c) Assignment of Prepaid and Unearned Premiums, Premiums Received in Advance, Premiums Received by the Insurer and Premiums Received by the Insurer under the Note.

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

THIS SECURITY INSTRUMENT combines uniform conventions for non-ordinary conveyances with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THE JACKSONS' PROPERTY IS LOCATED ON THE NORTHERN BANK OF THE COLUMBIA RIVER, IN THE CITY OF BURBANK, BENTON COUNTY, WASHINGTON.

ARTICLE VI
TERMINATION OF THE CONTRACT
ARTICLE VII
GENERAL PROVISIONS

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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.

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 authorized to collect and apply the proceeds, at its option, either to redemption or repossession of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 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 under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

DPS 1002

Form 3014, D/90

Initials

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CHARGE TRANSFER

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Lender agrees to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice given to Lender to borrowee regarding

(unless it is later and otherwise agreed in writing, any application of proceeds to principal shall not extend to exceed 25% of the remaining unpaid amount of the security instrument).

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 notify to the insurance carrier and lender and prearrange and reward notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and lender.

5. **Standard of Property Insurance.** Borrower shall keep the improvements 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 floods or flooding, for which lender requires insurance. This insurance shall be maintained in the amounts and for the periods that lender requires, for which lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to lender's approval which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, lender may, at lender's option, obtain coverage to protect lender's rights in the property in accordance with paragraph 7.

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• **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 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 this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 collects monthly payments due under the Note and this Security Instrument. There also may 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 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 flammable 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.

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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 paragraph 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 of homestead exemption in the Property.

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Form 3014 9/90

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1001 S. 10
06/6-1100-0003

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(personally) known to me to be the same person(s) whose name(s) was published in the foregoing instrument, appeared before me this day in person, and do knowledged him _____ The day _____

STATE OF FLORIDA, COOK COUNTY ss:
I, ANGEL M. RIVERA AND LIZ S., HUSBAND AND WIFE
of Notary Public in and for said county and state do hereby certify

LADY S RIVERA
BOTOWER
(Seal)

ANGEL M. RIVERA
-BOSTONWARE
(Seal)

<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Ride Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify] _____
MORTGAGE RIDER FOR COVENANT #22						

33. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument and the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

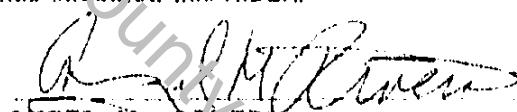
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MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

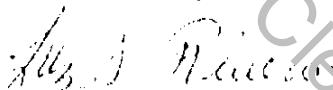
- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.



Angel M. Rivera

(SEAL)
-BORROWER



Luz S. Rivera

(SEAL)
-BORROWER

(SEAL)
-BORROWER

(SEAL)
-BORROWER

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