

First American Title Order # 7071C0-80235

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04015563



DELIVER TO
BOX 166

Prepared by: THERESA SMITH
4445 W 95TH ST OAK LAWN, IL 60453

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING \$31.00
T69999 TRAN 6306 12/05/94 14:21:00
96444 DW *-04-015563
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29, 1994 . The mortgagor is
ELVIRA MENDOZA MARRIED TO ADAM TORRES

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632
(Lender). Borrower owes Lender the principal sum of FIFTY THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 50,000.00) .

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 DECEMBER 1, 2009

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 45 AND THE WEST 5 FEET OF LOT 46 IN JOHN P EBERHART'S
SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

PIN #19-23-110-036-0000

which has the address of 3708 WEST 64TH PLACE CHICAGO
Illinois 60629 [Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91

VMP MORTGAGE FORMS - 180015217291
Printed on Recycled Paper Page 1 of 6 Initials: E.M.

31- [Street, City].



3100K

180015217291

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THIS SECURITY INSTRUMENT, IF LENDER determines that any part of the Property is subject to a lien which may attach priority over any preexisting or future interest in the Property, or (c) secures from the holder of the lien an agreement voluntarily to let Lender's opinion operate to prevent the writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien by, or defers a payment or performance until the Property is lawfully seized of the "Property".

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

its Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over

any preexisting or future interest in the Property, or (c) secures from the holder of the lien an agreement voluntarily to let Lender's opinion operate to prevent the writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien by, or defers a payment or performance until the Property is lawfully seized of the "Property".

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

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

These obligations in the manner provided in Paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly

which may attain priority over this Security Instrument or round rents, if any, Borrower shall pay

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impossibilities distributable to the Proprietary

third, to incurred due: fourth, to principal due: and last, to any late charge due under the Note.

1 and 2 shall be applied: first, to any prepayment charge due under the Note; second, to amounts paid by Lender under Paragraphs

3. **Application of Payments.** Unless a applicable law provides otherwise, all payments received by Lender under Paragraphs

this Security Instrument.

of the Proprietary, shall apply any funds held by Lender at the time of acquisition or sale as credit against the sums accrued by

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any

unearned monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than

time is not sufficient to pay the face value when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall hold account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums accrued by this Security

charge, an annual accounting of the Funds, showing credit, and debts to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that Lender shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires imprecise to be paid, Lender shall not be liable to pay Borrower any interest or earnings on the Funds.

held by Lender in connection with this loan, unless applicable law, provides otherwise, unless an immediate tax reporting service

a charge. However, Lender may require Borrower to pay an immediate charge for an independent real estate Lender to make such

verifying the face value, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

face value, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

escrow items, unless Lender is in an institution whose deposits are insured by a federal agency, instrumentality, or entity

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount due on the basis of current data and reasonable estimates of future

debt a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 260 et seq. ("RESPA"), unless notice law shall applies to the Funds

related mortgage loan may require for Borrower's account under the federal Residential Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

If any: (e) early mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. **Funds for Taxes and Insurance.** Subject to application priority over this Security Instrument as a waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Preparation and Late Charge.** Borrower shall promptly pay when due the

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grants and conveys the Property to its unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the Property. All replacements and additions shall also be covered by this Security

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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.

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 assigned 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 restoration or repair 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

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8. MORTGAGE INSURANCE. If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to insure the principal amount of the note against loss due to death, disability, or other causes to be in effect. Borrower shall pay the premiums required to insure the principal amount of the note against loss due to death, disability, or other causes to be in effect. If, for any reason, the premium rate changes, the new rate will apply to the balance of the note.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the joint liability payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2, 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 shall pass to Lender to the extent of the sums secured by this Security Instrument.

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 accrued by this security instrument, whether or not then due, with any excess paid to Borrower. If Borrower advances the sums accrued by this security instrument, Lender may use the proceeds to repair or restore the property or to pay sums accrued by this security instrument, whichever of not then due. The 30-day period will begin when the notice is given.

3. **Excluded coverage**: property insurance policies shall keep the liability insurance company informed of hazards by fire, hazards included within the term "excluded coverage" and any other hazards, including floods or flooding, for which Leander requires insurance. This insurance shall be maintained in the amounts and for the periods that Leander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Leander's reasonable approval, obtain coverage to protect Leander's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard mortgage clause. Leander shall have the right to hold the policies and renewals, if Leander requires. Borrower shall promptly notify Leander all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leander.

This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

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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.

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.

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

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• personally known to me to be the same person(s) whose name(s)
• surrendered to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as
free and voluntary act, for the uses and purposes herein set forth.

24. **Kidneys** (e.g., **Lead**, **Mercury**) **Instrument**: If one or more pieces are excreted by b器ower and recorded together with this covemants and agreements of each such rider shall be incorporated into and shall amende this Security Instrument. The covemants and agreements in this Security Instrument as if the rider(s) were a part of this Security Instrument.

Check applicable boxes(s)

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Goldminium Rider	<input type="checkbox"/> I-4 Family Rider	<input type="checkbox"/> Platinum Multi Devlopment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Rate Improvemnt Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [specify] _____
V.A. Rider <input type="checkbox"/>							

(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 sum 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 default or any other defect in the note or in the terms of the note or in the agreement or before the date specified in the note. Lender, at its option, may require immediate payment in full of all sums accrued by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding by sale of the property, at a public auction to be held at the place of sale or at such other place as Lender may designate in the notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.
 21, including, but not limited to, reasonable attorney's 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 recording costs.
 23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.