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Doc#: 0402219036
Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
Date: 01/22/2004 08:23 AM Pg: 1 of 17

0318932016
Eugene "Gene" Moore Fee: \$192.00
Cook County Recorder of Deeds
Date: 07/08/2003 06:46 AM Pg: 1 of 16

This Instrument Prepared By
PLATINUM CAPITAL GROUP LPA
PRIMERA MORTGAGE CO.

After Recording Return To
PLATINUM CAPITAL GROUP LPA
PRIMERA MORTGAGE CO.
1441 S. HAPLEM AVE.
BERWIN, ILLINOIS 60402
Loan Number: 06002005

(Place Above This Line For Recording Data)

MORTGAGE

MIN 1000966 6036002005 3

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JUNE 13, 2003, together with all Riders to this document.

(B) "Borrower" is CARLOS GAMBRA, AN UNMARRIED MAN AND VICTORIA ORTEGA, AN UNMARRIED WOMAN AS JOINT TENANTS

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Fleet, MD 21051-2026. (4-1999) MERS.

(D) "Lender" is PLATINUM CAPITAL GROUP DBA PRIMERA MORTGAGE CO., organized

Lender is a CORPORATION

and existing under the laws of CALIFORNIA

Lender's address is 17101 ARMSTRONG AVENUE STE. 200, IRVINE, CALIFORNIA 92614

Borrower Initials *CG* *VO*

ILLINOIS Single Family Farm Use Mortgage Note UNIFORM INSTRUMENT - MERS
Form 3014 1/01 Page 1 of 13

DocMagic 6700 20 3 24 1 2004
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* BEING RE-PROCESSED TO CORRECT PIN #

VAL TO
RESIDENTIAL SERVICES
1901 - GLENVIEW
S. E. 222
LANSING, ILLINOIS

17

0001 0434 0000 (40.43)

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(E) "Note" means the promissory note signed by Borrower and dated **JUNE 13 2003**. The Note states that Borrower owes Lender **ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$134,830.00)** plus interest. Borrower has promised to pay this debt by regular Periodic Payments and to pay the debt in full not later than **JULY 1, 2033**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" is the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (if applicable):

- Adjustable Rate Rider
- Condominium Rider
- Balloon Rider
- Planned Unit Development Rider
- 1st Family Rider
- Directly Payment Rider
- Second Home Rider
- Other(s) (specify)

(I) "Applicable Law" means all applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders that have the effect of law as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers; automated teller machine transactions; transfers initiated by telephone; wire transfers; and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Provisions" means any compensation, settlement, award, of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) interruption of, or combinations of, the value and/or condition of the Property.

(N) "Mortgage Insurance" means the insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount that the principal and interest under the Note plus (ii) any amounts under Section 7 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in relation to federally related mortgage loans.

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

Borrower Initials: **CG** **VC**

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the _____ COUNTY of COOK, _____ (Name of Recording Jurisdiction)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A" ~~ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"~~

which currently has the address of 5359 EDISON AVENUE UNIT #3N CARLE PLACE Oak Lawn, Illinois 60453 ("Property Address")

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform provisions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or electronically; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender

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EXHIBIT "A"

File No R1152436

UNIT 5359-3N TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE SS-5359-3N AND PARKING SPACE P-11, LIMITED COMMON ELEMENTS, AS DELINEATED ON THAT CERTAIN SURVEY OF THE FOLLOWING DESCRIBED LAND TO WIT:

CERTAIN LOTS IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST 1/2 OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 20 ACRES OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF, OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN).

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 24, 2000 AS DOCUMENT 00-653067, AND AS AMENDED BY DOCUMENT 00798354, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY, AS AMENDED. AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 5359 EDISON, UNIT 3
OAK LAWN, IL 60453

[Handwritten signature]

1013

PIN # 24-29-115-030-~~1011~~

County Clerk's Office

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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's approval. Lender may disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and first loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender disapproves a policy, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower maintains a policy of insurance coverage, not otherwise required by Lender, for damage to or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and first loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender shall require proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree, the insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to the cost of repair or replacement of the Property, if the restoration or repair is economically feasible and Lender's security is not materially impaired. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds. Lender shall have had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repair or restoration in a single payment or in a series of progress payments as the work is completed. Unless otherwise agreed, disbursement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters or other parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the interest thereon to be paid to Borrower. Such insurance proceeds shall be applied in the order of priority set forth in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claims and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 27 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights in any insurance proceeds in an amount not to exceed the amount of the claim under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than a right to sue) in any insurance proceeds of unearned premiums paid by Borrower) under all insurance policies covering the Property (including any policies that are applicable to the coverage of the Property). Lender may use the insurance proceeds either to pay the amount of the claim or to pay amounts unpaid under the Note or this Security Instrument, whether or not the claim is for the repair or replacement of the Property.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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 Lender otherwise agrees in writing. Lender's consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not do anything that will damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. If Lender determines that Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 3 that the repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to prevent further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, the proceeds of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has received the proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repairs or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent, knowingly or materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with

Borrower Initials: CC JL

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material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may obtain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may act for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower respecting payment.

If this 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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, with a non-refundable loss reserve, as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be a condition precedent to the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay principal, interest, or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might Borrower incurs: *ce* *td*)

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be characterized as a
the mortgage lender
of the issuer's
capital account

(C) Any
insurance or any
for Mortgage Insurance

(D) Any such app
insurance under the
to receive certain due
Mortgage Insurance
that were incurred at the

11. Assignment of
and shall be paid in

If the Property
Property. If the
and restoration
opportunity to inspect
such inspection shall be
or in a series of papers
Law requires interest to be
interest or earnings
Lender's security would be
instrument, whether or not
be applied in the order

In the event of a
be applied to the sum
Borrower.

In the event of a
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In the event of a
the Property immediately
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or not the sum are

If the Property is
(as defined in the
Lender within 30
Proceeds either to
or not then due. "Opposing

Borrower shall be in
judgment, could result
or rights under the
as provided in Section
judgment, precludes

Borrower Initials: CL W

Property of Cook County Clerk's Office

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If any notice required by this Security Instrument is also required under Applicable Law, the notice given under this Security Instrument shall satisfy the corresponding requirement under the Applicable Law.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. All rights and obligations created by this Security Instrument are subject to any requirements and limitations of Applicable Law, and shall not be construed as a promise against agreement by contract. In the event that any provision of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. **18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Security Instrument, the term "transfer" means any legal or beneficial interest in the Property, including, but not limited to, a deed, contract of sale, installment sales contract or other agreement, the effect of which is the transfer of title by Borrower at a certain date to a purchaser.

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) 90 days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such time period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which are due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default under any other covenants in this Security Instrument; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and Borrower's obligation to pay the sums secured by this Security Instrument shall remain unchanged and enforceable as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, cashier's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Cancellation. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the way (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note. This Security Instrument and Applicable Law. There also might be one or more changes of the Loan Servicer associated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations

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State of Illinois
County of Cook
The following instrument
is a true and correct copy
of the original instrument
as recorded in the office
of the Clerk of Cook County
Illinois.



(Seal)

Property of Cook County Clerk's Office

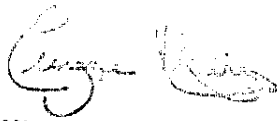
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Property of Cook County Clerk's Office

I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY

OF DOCUMENT 0318932016

JAN -8 04



RECORDER OF DEEDS, COOK COUNTY