

PREPARED BY:
PRISM MORTGAGE COMPANY
SCHAUMBURG, IL 60173

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042021

RECORD AND RETURN TO:

PRISM MORTGAGE COMPANY
1300 EAST WOODFIELD ROAD-SUITE 305
SCHAUMBURG, ILLINOIS 60173

[Space Above This Line For Recording Data]

3772720

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 23, 1994
MARIA G. MENDOZA, UNMARRIED PERSON
AND LEONCIO MADRID, MARRIED TO VADRIA GONZALEZ**

("Borrower"). This Security Instrument is given to
PRISM MORTGAGE COMPANY

DEPT-01 RECORDING \$31.00
T69999 TRAN 6500 12/14/94 11:07:00
\$8297 6 DW *-04-042021
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS

address is 1300 EAST WOODFIELD ROAD-SUITE 305

SCHAUMBURG, ILLINOIS 60173
SIXTY NINE THOUSAND THREE HUNDRED
AND 00/100

Dollars (U.S. \$ 69,300.00)

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, 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 the 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 4 (EXCEPT THE NORTH 32 FEET OF THE SOUTH 66 FEET) AND (EXCEPT THE NORTH 66 FEET) IN BLOCK 1 IN HATHAWAY AND ERSKINE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**VADRIA GONZALEZ IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE
OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

19-12-417-040



Street, City ,

which has the address of 5346 SOUTH WASHTENAW, CHICAGO
Illinois 60632 ("Property Address");
Zip Code

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

VMP -6R(IL) 0101

VMP MORTGAGE FORMS (312)283-8100 (800)621-7281

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the transfer of the property described in the security agreement to Lender; (c) settles with the holder of the lien to the satisfaction of the holder; or (d) secures from the holder of the lien an injunction satisfactory to Lender's opinion operate to prevent the enforcement of the lien; in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or demands payment of the amount due under the note within 10 days of the giving of notice.

4. **Interest, charges, borrowings, sums paid by the lessor, assessments, charges, interest and impositions relating to the property which may affect the title to the property over this Security instrument, and leasehold payments of ground rents, if any; borrower shall pay such amounts to the person owed payment 2, or it has paid in due manner, borrower shall promptly furnish to lender all notices of amounts to be paid under this paragraph.**

twelve months) payments, at Landers' sole discretion.
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 2, Lender shall require to sell the Property, Lender, prior to the acquisition of title of the Property, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow fees when due, Lender may lawfully Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to pay the Escrow fees when due.

Section 106 of the Energy Policy Act of 2005 (P.L. 109-58) requires that the Secretary of Energy issue regulations to establish minimum energy efficiency standards for light-duty vehicles.

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the funds sets a lesser amount or so lender may, at any time, collect and hold Funds in an amount not to exceed the funds sets a lesser amount of funds due on the basis of interest rates and principal amounts of unpaid interest of funds held under any other statute, law or regulation.

and assessments which may result from property damage resulting from an insured's acts or conduct or property damage resulting from an insured's failure to take due care of his property.

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

(S)EFORM GOVERNANTS. Borrower and Lender covenant and agree as follow:

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

Instrumentation of all of the foregoing is referred to in this Security Instrument as the "Property".

OBJECTIVE 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 improvements and additions shall also be covered by this Security

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5. Hazard or 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. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably 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.

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 shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 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 Lender 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 begun 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 Borrower'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 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.

7. Protection of Lender's Rights in the Property. If Borrower fails 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 Borrower secured by this Security Instrument. Unless Borrower and Lender agree 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 from Lender to Borrower requesting 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
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16. Borrower's copy: Borrower shall be given one secondhand copy of the Note and of this Security instrument.

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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located, to the extent that any provision of this Security Instrument and the Note are declared valid without the conflicting provision. To the extent that any provision of this Security Instrument and the Note are declared invalid under applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be deemed valid in whole or in part.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing or by mailing to Borrower at the address set forth above.

preparations shall be made under the Note.

13. **Loan Covenants.** If the loan secured by this security instrument is subject to a law which sets maximum loans charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the and payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial repayment without any further expense to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

12. **Successors and Assigns; 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 executors and administrators shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (s) is to sign this Security Instrument only to negotiate, retain and convey that instrument to his Successor and Assignee, and (c) agrees that Lender and any other Borrower may agree to pay the sums demanded by this Security Instrument, and (d) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument if the Note without the Borrower's consent.

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 Borrower or Borrower's successors in interest for payment of any sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be liable for any deficiency judgment or other judgment obtained by Lender in any action or proceeding to collect any sum due under this Security Instrument.

(unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.)

awarded or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given.

If the Proprietor, or his Securitee, is indebted to Borrower, or it, after notice by Lender to Borrower that the condominium offers to make application to the courts to set aside such indebtedness, whichever of the two the suits shall then accrue.

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking.

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this section by instruments shall be rendered by the proceeds multiplied by the following fraction (a) the total amount

written out of his men, with any excess paid to Portculler in the event of a partition taking place in which the property in question is held by

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

shall be paid to Lender); or for conversion into the form of condominiums, the interim assessment and

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Insure that ends in accordance with any written agreement between Borrower and Lender or applicable law.

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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 terms 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 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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sandy prairie meadow, MN

THEIR love and solicitude set, for the uses and proposes wherein set forth,

uses related to the following instrument, appraised before me this day in person, and acknowledged that they personally known to me to be the same persons(s) whose name(s)

STATE OF OREGON, & COOK
vs. MARIA G. MENDOZA, UNMARRIED PERSON AND
"Nancy" Public in and for said county and state do hereby certify
that MARIA G. MENDOZA, UNMARRIED PERSON AND
LEONCIO MADRID, MARRIED TO ANTONIA GONZALEZ, are
now dead and buried.

LEONCIO MADRID MARRIED TO	
XAVIERA GONZALEZ	
MEXICAN NATIONAL	
VANUATU	
-Borrower	
(Seal)	

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND
IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED THEREIN.

<input checked="" type="checkbox"/> Adult Suitable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Billboard Rider	<input type="checkbox"/> V.A. Rider	<input type="checkbox"/> Mexican Gonzalez is executing this mortgage solely for the purpose of waiving any and all marital and homestead rights
<input type="checkbox"/> Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Other(s) [Specify] _____	
<input type="checkbox"/> <i>Initials</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

23. Riders in this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-creators and agreeements of each such rider shall be incorporated into and shall amend and supplement the coverments and agreeements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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