

UNOFFICIAL COPY

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0623/0002 49 001 Page 1 of 6  
1999-10-27 08:51:41  
Cook County Recorder 31.00



09008981

Mail to

Prepared by: NEW CENTURY MORTGAGE CORPORATION  
18400 VON KARMAN, SUITE 1000  
IRVINE, CA 92612  
Loan Number: 0000315917

99-4965

MORTGAGE

THIS MORTGAGE is made this 20th day of October, 1999, between the Mortgagor,

MARIA FLORES AND *E.S.L.* AND EDWARD J. LIESCKE, AS TENANTS IN COMMON

(herein "Borrower"), and the Mortgagee,  
NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

existing under the laws of CALIFORNIA, a corporation organized and  
, whose address is

18400 VON KARMAN, SUITE 1000 IRVINE, CA 92612 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,450.00, which indebtedness is evidenced by Borrower's note dated October 20, 1999 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on November 1, 2014;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

A.P.N. : 25-32-218-021

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO AN EXISTING FIRST TRUST DEED LOAN NOW OF RECORD.

which has the address of 12841 SOUTH ABERDEEN STREET, CALUMET PARK  
[Street] [City]

Illinois 60827 [Zip Code] (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

VMP -76(IL) (9502)

Initials: *E.S.L. M.P.H.*



Box 64

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Initials: *EST. M. D.*

has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

UPON PAYMENT OF THE FUNDS FOR TAXES AND INSURANCE, BORROWER SHALL PAY TO LENDER ON THE DAY MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST ARE PAYABLE UNDER THE NOTE, UNTIL THE NOTE IS PAID IN FULL, A SUM (HEREIN "FUNDS") EQUAL TO ONE-TWELFTH OF THE YEARLY TAXES AND ASSESSMENTS (INCLUDING CONDOMINIUM AND PLANNED UNIT DEVELOPMENT ASSESSMENTS, IF ANY) WHICH MAY ATTAIN PRIORITY OVER THIS MORTGAGE AND GROUND RENTS ON THE PROPERTY, IF ANY, PLUS ONE-TWELFTH OF

IF BORROWER PAYS FUNDS TO LENDER, THE FUNDS SHALL BE HELD IN AN INSTITUTION THE DEPOSITS OR ACCOUNTS OF WHICH ARE INSURED OR GUARANTEED BY A FEDERAL OR STATE AGENCY (INCLUDING LENDER IF LENDER IS SUCH AN INSTITUTION). LENDER SHALL APPLY THE FUNDS TO PAY SAID TAXES, ASSESSMENTS, INSURANCE PREMIUMS AND GROUND RENTS. LENDER MAY NOT CHARGE FOR SO HOLDING AND APPLYING THE FUNDS, ANALYZING SAID ACCOUNT OR VERIFYING SAID ASSESSMENTS AND BILLS, UNLESS LENDER PAYS BORROWER INTEREST ON THE FUNDS AND APPLICABLE LAW PERMITS LENDER TO MAKE SUCH A CHARGE. BORROWER AND LENDER MAY AGREE IN WRITING AT THE TIME OF EXECUTION OF THIS MORTGAGE THAT INTEREST ON THE FUNDS SHALL BE PAID TO BORROWER, AND UNLESS SUCH AGREEMENT IS MADE OR APPLICABLE LAW REQUIRES SUCH INTEREST TO BE PAID, LENDER SHALL NOT BE REQUIRED TO PAY BORROWER ANY INTEREST OR EARNINGS ON THE FUNDS. LENDER SHALL GIVE TO BORROWER, WITHOUT CHARGE, AN ANNUAL ACCOUNTING OF THE FUNDS SHOWING CREDITS AND DEBITS TO THE FUNDS AND THE PURPOSE FOR WHICH EACH DEBIT TO THE FUNDS WAS MADE. THE FUNDS ARE PLEDGED AS ADDITIONAL SECURITY FOR THE SUMS SECURED BY THIS MORTGAGE.

UPON PAYMENT IN FULL OF ALL SUMS SECURED BY THIS MORTGAGE, LENDER SHALL PROMPTLY RETURN TO BORROWER ANY FUNDS HELD BY LENDER. IF UNDER PARAGRAPH 17 HEREOF THE PROPERTY IS SOLD OR THE PROPERTY IS OTHERWISE ACQUIRED BY LENDER, LENDER SHALL APPLY, NO LATER THAN IMMEDIATELY PRIOR TO THE SALE OF THE PROPERTY OR ITS ACQUISITION BY LENDER, ANY FUNDS HELD BY LENDER AT THE TIME OF APPLICATION AS A CREDIT AGAINST THE SUMS SECURED BY THIS MORTGAGE.

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other

Initials: E.J.L. 9/10/11



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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Maria Flores (Seal)  
MARIA FLORES - Borrower

\_\_\_\_ (Seal)  
- Borrower

Edward J. Liescke (Seal)  
EDWARD J. LIESCKE - Borrower

\_\_\_\_ (Seal)  
- Borrower

(Sign Original Only)

Property of Cook County Clerk's Office

STATE OF ILLINOIS,

COOK

County ss:

I, THE UNDERSIGNED  
a Notary Public in and for said county and state do hereby certify that MARIA FLORES AND EDWARD J. LIESCKE,

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

Given under my hand and official seal, this 20TH., day of OCTOBER, 1999.

My Commission Expires:

OFFICIAL SEAL  
CAROL V RINCHIUSO  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 30, 1999

Carol V. Rinchiuso  
Notary Public

09008981

# UNOFFICIAL COPY

Case No. 99-4960

## Legal Description

Lot 62 in Vermont Subdivision of that part of the west 25 acres of the east 1/2 of the west 1/2 of the northeast 1/4 north of the Indian Boundary Line, of Section 32, Township 37 North, Range 14, East of the Third Principal Meridian, lying north of the center line of Vermont Street, in Cook County, Illinois.

## Property Tax Number

**25-32-218-021**

**Property Address:** 12841 South Aberdeen St.  
Calumet Park, ILLINOIS 60829

**09008981**

AMERITITLE, INC.

ESL  
2/10/08