CTG 85-3546



instrument prepared by: This Diane The First Mortgage Corporation 20060 Covernors Drive Olympia Nields, Illinois 60461

86061987

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 7 19 86 The mortagor is MICHAEL E. GARCIA AND JANET I. GARCIA, HIS WIFE

("Borrower"). This S cu ity Instrument is given to THE FIRST MORTGAGE CORPORATION

which is organized and existing under the laws of

, and whose address is

ILLINOIS 20060 Governors Diiv, Olympia Fields, Illinois 60461

("Lender").

Borrower owes Lender the principal sum of FORTY THOUSAND AND NO/100

Dollars (U.S. \$ 40,000.00). 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 MARCH: 1, 2001 paid earlier, due and payable on MARCH 1, 2001

This Security Instrument secures to Lender: (a) the repayment of the debte idenced by the Note, with interest, and all renewals, extensions and modifications; (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 Boriov r'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

LOTS 39 AND 40 IN BLOCK 45 IN S. E. GROSS' TAUST ADDITION TO GROSSDALE IN THE NORTH WEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, FANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. C/C/A'S OFFICE

TAX I.D.#15-34-117-069

located in

which has the address of

9416 Henrietta Avenue

Brookfield (City)

Illinois

60513 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 COVENANTS that Borrower is lawfully seised 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 covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3014 12/83

1891 11 darshi eangra miceland 1 My Commission expires: Civen under my hand and official seal, this מפנ נסרוח. free and voluntary act, for the uses and purposes therein **their** sa instrument bias off belivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose nat ie(v) are MICHAEL E. GARCIA AND JAMET I. GARCIA, HIS WIFE do hereby certify that a Motary Public in act for raid county and state, THE UNDERSIGNED County ss: STATE OF ILLINOIS, #0810 # THOM 0862 02/12/86 18:28:00 DEPT-01 RECORDING 00 ETS. (Seal) DOTTOWN (Seal) (lasc). BY SIGNING BELOW, Bor, over accepts and agrees to the terms and covenants contained in this Security in the terms and in any rider(s) executed by Borrower and recorded with it. Other(s) [specify] Planned Unit Development Rider Tedusted I sym int Rider Def Family Rider Condominium Rider Tobi A sicaleufbA ... Instrument: [Ches. policable box(es)] 23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security. 'S rument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement to... to enants and agreements of this Security Instrument as if the rider(s) were a part of this Security 22. Waiver of Homostead, Borrower waives all right of homestead exemption in the Property Instrument without charge to Borrower. Borrower shall pay any recordation costs 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and ressonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including but not limited to receivers fees, premiums on prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appearance of and manage the Property and to collect the rents of the Property and for the Property and Indicate the India but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time. 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 accurred by the 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 19, including, landed to rescond to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but may be all limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but may be all limited to rescond to collect and contract of this action and the contract of 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 tailure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Lastrument, forcelouure by judicial proceeding and sale of the Property. The notice shall further

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration independ Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 under applicable in provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

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 soth rized 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 I and 2 or change the amount of such payments.

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not occurate 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.

11. Successors and Assigns Bour a; 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 a reements 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 con's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) r grees 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.

12. 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 neke 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.

13. Legislation Affecting Lender's Rights. If enactment or expirmen of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal lay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security t issument 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 had no acceleration 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 paragraphs 13 or 17.

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so. 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's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation of the Property and Lender's rights regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold and Borrower acquires fee title to the Property, the leasehold and

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and vocceds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princip., shall not extend or postpone the due date of the amount of the payments. If postpone the due date of the amount of the payments. If

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender in tithe insurance carrier has offered to settle a claim, then Lender may use the parties of restore offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the parties of repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due II. A. of day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due II. A. of day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with a y excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessen de the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds final be applied to restoration or repair

all receipts of paid premiums and renewal notices. In the event of loss, Borower thall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borower thall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. If Lender 1 equi es, Borrower shall prompily give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Born wer subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term exter ded coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the an own and for the periods that Lender requires. The Hazard Insurance. Borrower shall keep the it ipro tements now existing or hereafter erected on the Property

of the giving of notice. notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain prior ity over this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the Let of this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forleiture of any part of the Property; or (c) secures from the holder of the lien an agreement settlement of the lien or forleiture of any part of the Property; or (c) secures from the holder of the lien an agreement settlement of the lien or forleiture of any part of the Property; or (c) secures from the lien and agreement of the lien or forleiture of any part of the Property; or (c) secures from the lien and agreement of the lien or forleiture of any part of the lien and agreement of the lien or forleiture of any part of the lien and agreement of the lien or forleiture of any part of the lien and agreement of the lien or forleiture of any part of the lien and agreement of the lien or forleiture of any part of the lien or forleiture of any part of the lien and agreement of the lien or forleiture of any part of the lien or forleiture or forl

Borrower shall promptly dischaige s.ly lien which has priority over this Security instrument unless Borrower: (a) receipts evidencing the payments. to be paid under this paragraph. If he rewer makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the percent pawed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Chergest Liens. Dorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain one if y over this Security Instrument, and leasehold payments or ground tents, if any Note; third, to amounts payat in under paragraph 2; fourth, to interest due; and last, to principal due 3. Application of cayments. Unless applicable law provides otherwise, all payments received by Lender under the Mote, second, to prepayment charges due under the Mote, second, to prepayment charges due under the Mote and Land.

application as a cre it against the sums secured by this Security Instrument. than immediatery , rive to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later Upon the varient in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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 Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender pays Borrower interest on the Funds and applicable iaw permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Furds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

morrgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly lesselved payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly

1. Payment of Principal and Interest; Propayment and Late Charges. Borrower shall prompily pay when the principal of and interest and the work and the Wote and any prepayment and late charges due under the Mote.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender to a the day monthly payments are due under the Mote, until the Mote is paid in full a sum ("Funds") equal to

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