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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 14, 1987.
19..... By the mortgagor is German & Theresa Fuentes.
..... ("Borrower"). This Security Instrument is given to
Heritage Bank of Lemont which is organized and existing
under the laws of Illinois and whose address is
..... 1200 S State ST., Lemont, IL 60439 ("Lender").
Borrower owes Lender the principal sum of **** Five Thousand Five Hundred and no/100 ****
..... Dollars (U.S. \$ 5,500.00). 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 August 14, 1992 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced 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 Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in Cook County, Illinois.

Lot 13 in Matthew Warner's Subdivision of the West 7.73 chains of the North
6.47 chains of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, Township 37 North, Range 11
East of the Third Principal Meridian, in Cook County, Illinois

22-29-225-010

THIS IS A JR. MORTGAGE

THIS IS NOT KNOWN TO BE IN A FLOOD HAZARD AREA

CONT

11-8 514595LR 66094 18-07-10

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which has the address of 222 Short ST. Lemont
..... (Street) (City)
Illinois 60439 ("Property Address").
..... (Zip Code)

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22-29-225-010

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 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 covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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LE MONT, ILLINOIS 60439
1200 STATE STREET
HERITAGE BANK OF LE MONT

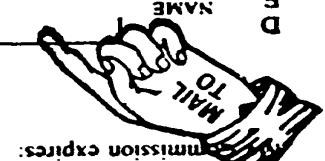
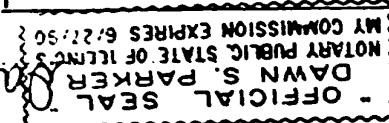
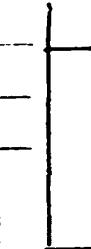
INSTRUCTIONS

DE LIV E R Y

1200 STATE STREET
HERITAGE BANK OF LE MONT
LE MONT, ILLINOIS 60439

OR

POST RECORDS INDEX PROCESS
INSERT STREET ADDRESS OF ABOVE
DESCRIPTION PROPERTY HERE



Given under my hand and official seal, this 14th day of August, 1981.

signed and delivered the said instrument as HERITAGE FICE AND VOLUNTARY ACI, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the

personally known to me to be the same person () whose name () is

do hereby certify that GERMANY A THEESA FUEHLER

THE UNDERSIGNED Notary Public in and for said country and state,

STATE OF ILLINOIS, OILLL COUNTY ss:

(Space below the law office address)
GERMAN FUEHLER
X *Germann Fuehler*
GERMAN FUEHLER
X *Hermann Fuehler*
Theresa A. Fuehler
(Seal)

Instrument and in any manner) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security

Instrument, the cover pages and agreements of this Security Instrument as if the signer(s) were a part of this Security Supplement to this Instrument, the contents and agreements of each such rider shall be incorporated into and shall amend and

23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
22. Waiver of Homeowner Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
recorder's bonds, and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Lender is Possessionable attorney's fees and costs of title insurance.
but not limited to, reasonable attorney's fees and costs of title insurance.

Lender shall be entitled to collect all expenses incurred in preparing the remedies provided in this paragraph 19, including

this Security Instrument without further demand and may recollect this Security Instrument by judicial proceeding.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
existence of a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured or
existsence of the date specified in the notice, Lender to assert in the notice procedure preceding the non-

inform Borrower of the right to accelerate after acceleration and sale of the property. The notice shall further
secure by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice may result in acceleration of the sums
and (d) that failure to cure the default on or before the date specified in the notice is given to Borrower, by which the default must be cured;

default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default required to cure the
unless applicable law provides otherwise). The notice shall specify: (a) the section requiring payment 13 and 17
breach of any covenant in this Security Instrument (but not prior to acceleration following Borrower's
19. Acceleration: Remedies Lender further covenant and agrees as follows:

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 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 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards 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.

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 19 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. **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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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 his 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.

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accurred. However, this right to reconsitute shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this document and the obligations secured hereby shall remain valid upon reconsitute as to no acceleration had occurred to pay the sum secured by this instrument. In the event of this Secured party's death or incapacity, Lender's rights in this instrument shall continue until such time as his Secured party's estate or his heirs or successors in interest have paid the amount due. Lender's rights in this instrument shall continue until such time as his Secured party's estate or his heirs or successors in interest have paid the amount due. Lender's rights in this instrument shall continue until such time as his Secured party's estate or his heirs or successors in interest have paid the amount due.

18. Borrower's Right to Reconstitute. If Borrower makes certain conditions are met, Borrower shall have the right to have

reconsituted security instrument, or (b) entry of a judgment for reinstatement of this Secured party before sale of this instrument to any time prior to the earlier of (a) 5 days (or such other period as may be reasonable) from the date of this Secured party's reinstatement. Those conditions are that Borrower:

(1) pays all expenses incurred in attempting to collect on this Secured party's instrument; (2) pays all expenses incurred in attempting to collect on this Secured party's instrument; and (3) pays all expenses incurred in attempting to collect on this Secured party's instrument.

If Borrower's right to reconstitute security instrument is discontinued at any time prior to the earlier of (a) 5 days (or such other period as may be reasonable) from the date of this Secured party's reinstatement, or (b) entry of a judgment for reinstatement of this Secured party before sale of this instrument to any time prior to the earlier of (a) 5 days (or such other period as may be reasonable) from the date of this Secured party's reinstatement.

If Lender's exercise of this option, Lender shall give Borrower notice of demand on Borrower.

If this document is delivered by this Secured party without notice of demand on Borrower,

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by

recovered by this Secured party, Lender shall give Borrower notice of acceleration. The note shall provide a period

for Lender to do one of the acts of this Secured party.

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 to a beneficiary) to Borrower, Lender is sold or transferred and Borrower is not a natural

person, Lender's prior written consent (or a copy of a beneficiary interest in Borrower) is sold or transferred and Borrower is not a natural

person, Lender shall be entitled to receive payment of all sums accrued by this Secured party.

16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Secured party's instrument.

Note which can be given effect without the conflict of law, such conflicts shall not affect other provisions of this Secured party's instrument or the

judicature in which the property is located. In the event that any provision of clause of this Secured party's instrument or the

conflict with applicable law, such conflicts shall be governed by such law and the law of the

jurisdiction in which the property is located. This Secured party's instrument shall be governed by such law as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Secured party instrument shall be given by delivery in or by

mailing it to this class mail unless applicable law requires use of another method which shall be directed to the

property address of any other addressee Borrower designates by notice to Lender. Any notice to Lender which shall be given by

mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

provided for in this Secured party instrument shall be deemed to have been given to Borrower or Lender whom ever as provided

in this paragraph.

13. Legislation Affecting Lenders' Rights. If enactment of application of applicable laws has the effect of

partial prepayment without any prepayment charge under the terms specified in the second paragraph of

paragraph 19, if Lender exercises this option, Lender shall be liable to Borrower for the sums specified in the second paragraph of

may require immediate payment in full of all sums secured by this Secured party instrument and may invoke any remedies

available to Lender to collect on this Secured party instrument according to its terms, Lender, all its options,

and demands by Lender to collect on this Secured party instrument shall be governed by such law as provided in this paragraph.

12. Loan Charges. If the loan secured by this Secured party instrument is subject to a law which sets maximum loan

charges, and that law is usually interpreted so that the interests 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 limits; and (b) any such loan charges collected or to be collected in

connection with the loan exceed the maximum loan charges, and Lender shall be liable to the maximum loan

charges, and that Borrower's consequences.

11. Successors and Assigns. Joint and Several Liability. The covenants and agreements of this Note

shall not be a waiver of or release of any right or remedy.

by the original Borrower or Borrower's successors in interest. Any forfeiture in accordance by Lender in accordance with the Note will be made

payable to Lender or otherwise made, amortization of the sums secured by this Secured party instrument by reason of any demand made

Lender shall not be liable to collect on this Secured party instrument any successor in interest or trustee to reduce to zero the principal balance of the Note.

Interest of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest.

modification of this Note will be made by Lender to any successor in interest to make for payment of the Note.

10. Borrower. Not Releasable. Proceedings by Lender Not to Waive. Extraction of the time for payment of

postponed due date of the Note by Lender to collect on this Secured party instrument, any application of proceeds to principal shall not extend or

unless Lender and Borrower otherwise agree in writing. Any application of proceeds to principal shall not extend or

to the sums secured by this Secured party instrument, whichever or not then due.

if the property is abandoned by Borrower, or if, after notice to Borrower, either to reparation or repayment of

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of notice to

paid to Borrower.

before the taking, divided by (b) the fair market value of the property, immediately before the taking.

the amounts of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately

unless Borrower and Lender otherwise agree in writing, the sums secured by this Secured party instrument shall be reduced by

Instrument, whether or not then due, with any access paid to Borrower. In the event of a partial taking of the property,

in the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Secured party

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the property, or for convenience in lieu of condemnation, are hereby

9. Condemnation. The proceeds of prior to inspection specifically cause for the inspection.

shall give Borrower notice at the time of prior to inspection specifically cause for the inspection.

8. Inspection. Lender or its agent may make reasonable efforts upon and inspection of the property. Lender

insurance premiums required to maintain the insurance in effect until such time as the requirements for the

Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirements for the

if Lender required mortgage insurance as a condition of making the loan secured by this Secured party instrument,