

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 NOV 23 PM 2:21

37624798

87624798

7-44-531-C

[Space Above This Line For Recording Data]

14<sup>00</sup>

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 20, 1987. The mortgagor is RICHARD R. LOZANO and SUSAN P. LOZANO ("Borrower"). This Security Instrument is given to ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 1447 South 49th Court, Cicero, Illinois 60650 ("Lender"). Borrower owes Lender the principal sum of EIGHTY FIVE THOUSAND AND NO/100THS\*\*\*\*\* Dollars (U.S. \$85,000.00). 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 December 1, 2017. 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 176 in Pinewood P.U.D., Unit 6, being a subdivision in the West half of Section 7, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 27-07-300-002-UN

87624798

which has the address of 11907 Pine Creek Drive  
(Street)  
Illinois 60452 ("Property Address");  
(Zip Code)

Orland Park

(City)

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.

**UNOFFICIAL COPY**

**UNOFFICIAL COPY**

My Commission Begins: October 10, 1914  
Box 999 at New York  
(East)

Witness my hand and official seal this 20 day of May 1982

.....**they** ....., executed said instrument for the purposes and uses herein set forth.

RICHARD R. LOZANO and SUSAN P. LOZANO, his wife, a Notary Public in and for said County and state, do hereby certify that before me and [are] known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be . . . . . free and voluntary act and deed and that

STATE OF ILLINOIS COUNTY OF COOK SS: 1964

Proposed by the Board of Directors of the National Council of Negro Women, Inc., and approved by the Board of Directors of the National Negro Congress.

open

Property of the State of California

of C<sub>6</sub>H<sub>5</sub>CH<sub>2</sub>Cl, 1.0 g., was added dropwise to a solution of 0.5 g. of CuI in 10 ml. of benzene. After stirring for 1 h., the mixture was poured into 100 ml. of water and extracted with 100 ml. of ether. The ether layer was washed with 10 ml. of 10% NaOH, 10 ml. of water, and 10 ml. of 10% HCl, dried over MgSO<sub>4</sub>, and concentrated. The residue was purified by column chromatography (benzene) to give 0.4 g. (40%) of product.

*book*

[www.english-test.net](http://www.english-test.net)

Susan P. Lozano  
BONITA  
(Sect.)

Richard R. Losman  
BOSTON  
(SER)

24. NOTWITHSTANDING INTENTIONS TO OCCUPY THE PROPERTY AS THEIR PRIMARILY RESIDENCE, BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY OTHER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- Adjunctive State Rider
- Conditional Minimum Rider
- Plain English Rider
- Grandparental Payment Rider
- Other(s) [Specify]

This Security Agreement and Agreements of each such reader shall be incorporated into and shall amend and supplement the convenants and agreements of the Security Instrument as if the reader(s) were a part of this Security Instrument [Check applicable box(es)].

Instrument without charge to Borrower. Upon payment of all sums due and owing of this security instrument, Borrower shall pay any recordation costs.

13. Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property, including collection of rents, including, but not limited to, receiver's fees, premiums on service contracts and reasonable attorney fees, and then to the same secured by this Security Agreement. Lender shall receive no compensation for services rendered under this Security Agreement.

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

exercising or a general officer or any other officer of the service before the date notice, under his authority to nominate and appoint him to any office or place of trust or emolument without further demand and may require immediate payment in full of the sum secured by the Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.

and (d) that failure to cure the defect in one or more of the sums secured by this Security Instrument before the date specified in the note may result in acceleration of the sums secured by such instrument and the right to assert in the foreclosure proceeding the non-inform Borrower of the right to reinstate after acceleration and the right to proceed further if the defaulter fails to cure the defect in the note.

19. 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 paragraphs 13 and 17 unless acceleration is given by written notice to Borrower, by which time default must be cured).

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

# UNOFFICIAL COPY

9 8

UNIFORM COVENANTS. 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 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.

**UNOFFICIAL COPY**

18. Borrower's Rights to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument 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 instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes action to restore the property to the condition it was in at the time the obligation became due.

permitted by Section 205 of the Sarbanes-Oxley Act of 2002. Notwithstanding any provision of this Agreement to the contrary, Lender may, at its option, require immediate payment in full of all sums secured by this Security Interest without prior written consent, Lender not being exercisable by Lender if exercise is prohibited by applicable law or regulation.

16. Borrower shall be given one copy of the Note and of this Security Instrument.  
17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural  
person, it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural  
person, it is sold or transferred) for a beneficial interest in Borrower. If all or any part of the Property or any  
interest in it is sold or transferred for a beneficial interest in Borrower, the original Note and Security Instrument  
shall be delivered to the new owner.

which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the terms and conditions will prevail, such conflict shall not affect other provisions of this security instrument or the note.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. In the event that any provision of this Security Instrument or the Note is held invalid or unenforceable, such provision shall be severed from the remaining provisions of this Security Instrument or the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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 treated herein or any other address Lender designates by notice to Lender. Any notice provided for in this instrument shall be deemed to have been given to Borrower only when given as provided in this paragraph.

13. Legislation Affecting Lenders' Rights. If enforcement or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective 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 remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take, in steps specified in the second paragraph of

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 reasonably 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 limit; and (b) any sums already collected from Borrower which exceed the maximum loan charge shall be applied to make this loan charge principal owed under the Note or by making a direct payment to Borrower. Leniently, my spouse to make this principal owed under the Note or by prepayment any prepayment charge under the Note.

11. Successors and Assignees: Joint and several liability; Co-signers. The conventions and agreements of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's conventions shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for the sum of his/her debt notwithstanding any agreement to the contrary between Lender and Borrower.

By the original Borrower or his/her successors in interest. Any transfer in exercising any right or remedy shall not be a waiver of procedure, the exercise of any right or remedy, joint and several liability, or the consequences of any right or remedy.

10. Borrower Not Responsible For Bearings; Payment Due Date or Change in Payment Amount.

to the sums received by this Security Instrument, whether or not then due.  
Unless Landlord and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or  
otherwise affect the time for payment of any sum due under this instrument, or affect the rights of either party.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct of Borrower makes an award of certain claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or

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.

any conveyance or part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 reasonable notice at the time of termination.