UNOFFICIAL COPY

This instrument was prepared by:

GAIL A. GLEASON

304 E. WEBER, STOCKTON, CA.

ATTN: LORINE HERNANDEZ

MORTGAGE

THIS MORTGAGE is made this	iST	day ofAPRIA
19.87, between the Mortgagor,	angel c. Dominguez a	DO BOSALBA CL DOMINGUEZ, HUSBAND AND
CORPORATION, A CALIFORNIA	(herein "Borrov CORPORATION	ND BOSALBA C. DOMINGUEZ, HUSBAND AND wer"), and the Mongagee, FCA, MORTGAGE
existing under the laws of CALIFOR BLVD., WHITTIER, CALIFORNI.	NIA A 20507	whose address is 15725 E. HHITTIER (herein "Lender").

THE SOUTH 100 FEET OF THE NORTH 1,033 FEET OF THE EAST 435.60 FEET OF THE EAST 1/2 OF THE SCUTTEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ARLINGTON HEIGHTS

PTN. 63-09-461-057 (N. 231)
which has the address of ... 2940 SCHOENBECK ROAD

S OO MAIL

ILLINOIS, 60004 (herein "Property Address");
(State and En Gode)

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be

deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ORDER NO. L-50010 ¥0**/** 084-450539 S UNIFORM COVENANTS.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments 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 which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance. plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 and compiling 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.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid Borrower or credited to Borrower on monthly installments of Funds. If the amount of the held by Lender shan not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay o lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrows, equesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under perigraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than introducted 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.

3. Application of Payment. 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 in errs' payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Liens. Borrower shall pay 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, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish * Londer all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall make payment directly, Borrower shall furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the surest ecured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Berrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums a insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrow r naking payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Ler Jer and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right of old the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with disexcess, if any, paid to 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 rejair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. 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

ORDER NO. L-500104-65
Lender's written agreement or applicable law. Borrover shall-ny the amount of Il morrages insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the sums secured by this Mortgage.

Unless Lende, and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the du, dute of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Veleased. 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 Polytower 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.

11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shell not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the proment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indeb casess secured by this Morrgage.

12. Remedies Cumulative. All reme lies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by two or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall nine to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. A covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. 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 mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower any designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return the count requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower is provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender's him given in the manner designated herein.

15. Uniform Mortgage: Governing Law: Severability. This form of mortgage combines uniform covenants for national and any uniform required in the manner of the provided as a uniform required in the provided prov

15. Uniform Mortgage: Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect with the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Nore and of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lie. It encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the fall or transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the chell of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrowe's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying; (1) the breach: (2) the action required to cure such breach: (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured: and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

ORDER NO. L-500 04-650 FFICAN NA. 49450539 OF NO. 084-450539 S.

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable autorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

22. Release. Upor payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower mall pay all costs of recordation, if any.

23. Waiver of Hamaded. Borrower hereby waives all right of homestead exemption in the Property.

In WITNESS WHEREOF, By grower has executed this Mortgage.

ANGEL G. DOMINGUEZ - CONTON	er
ROSALBA C. DOMINGUEZ	
STATE OF ILLINOIS! COUNTY SS:	
I, Sur Bilirens , a Notary Public in and for said county and state	c,
de hereby certify that Angel C. Doning UP 2 V Rosalba	. •
C DONNIGUE IS 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 . T. he.	<u>/</u>
signed and delivered the said instrument as	in
set forth.	
Given under my hand and official seal, this	
My Commission expires:	
Hotary Public	•

(Space Below This Line Reserved For Lender and Recorder)

87228306

NOFFICIAL © 084~450539 49450539

Rider To Deed of Trust. Mortgage or Deed to Secure Debt

THIS RIDER is made	this IST day	of APRIL	. 19 87 . ar	nd is incorporat	ed into and shall be
deemed to amend and	supplement that	certain Deed of Trus	t. Mortgage or De	ed to Secure (Debt ("The Security
Instrument") of even	date herewith, se	curing a promissory	note in the princi	pal amount of	EIGHTY EIGHT
THOUSAND AND	NO /100				DOLLARS
(\$ 88,000.00		ma/us ("Borrower"			
FCA MORTGAGE	ORPORATION,	A CALIFORNIA	CORPORATION		
("Lender").					

In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:

TRANSFER OF THE PEOPERTY: ASSUMPTION.

Notwithstanding the provisions of any other Riders to the Mortgage. Deed of Trust, or Deed to Secure Debt or the provisions of any Addendum to the Note or the provisions of the Note concerning the Lender's option to accelerate the sums due under the promissory note. Lender agrees that

during the first twenty four (24) months of the note Lender will consent to an assumption of the Note obligation by a transferee of the real property which is the subject of the Security Instrument, and that it vill not exercise its option to declare all sums immediately due and payable in the event that all or any part of the security property, or an interest therein, is sold or transferred by Borrower. provided that the following terms and conditions are met:

- 1. Lender may require the prospective transfor e of the property to meet its then current underwriting criteria so as to assure Lender that the transferee is qualified to incur and tepay the then outstanding principal balance of the loan on the terms and conditions set forth in the No.e. Lender's underwriting criteria shall not require qualification under guidelines any more restrictive than that required by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association in the area where the property is located at the time the assumption is
- 2. Lender may require payment of a loan assumption fee, which fee shall not be in excess of 1% of the outstanding loan balance at the time of assumption for original can billiounts of \$ 153,100.00 or less, and not in excess of 1.5% of the outstanding loan balance at the time of issumption for original loan amounts of 153,101,00
- 3. Lender may require payment of a reasonable transfer fee upon assumption of the loan. Such fee shall not increase the interest yield to Lender on the loan, and shall only be in such amount as is necessary to compensate Lender for administrative costs reasonably incurred in effectuating the change.
- Provided that the conditions set forth in Paragraph Nos. 1, 2 and 3 above are met. If such conditions are requested by Lender to be met. Lender agrees that (1) it shall not increase the interest rate on the figh, except as to increases that may be set forth in the original Note and any addendum thereto relating to interest rate adjustments for adjustable rate loans, and (2) it shall not declare all sums owing under the Note immediately due and payable by reason of the transfer of property or an interest therein

By signing this, Borrower agrees to air of the above

ANGEL G. POHINGUEZ	ROSALBA C. DOMINGUEZ	See Sorree	
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