

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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PRUDENTIAL HOME MORTGAGE COMPANY

(Space Above This Line For Recording Data)

INSTRUMENT PREPARED BY  
100 SOUTH FIFTH STREET  
MINNEAPOLIS, MN 55402

## MORTGAGE

15 00

THIS MORTGAGE ("Security Instrument") is given on MAY 25,  
1988. The mortgagor is DORA JIMENEZ, AN UNMARRIED PERSON, AND GUSTAVO A. JIMENEZ, AN UNMARRIED PERSON, <sup>\*Divorced & not remarried</sup>  
Never having been married.

THE PRUDENTIAL HOME MORTGAGE COMPANY ("Borrower"). This Security Instrument is given to THE STATE OF NEW YORK, which is organized and existing under the laws of THE STATE OF NEW YORK and whose address is 8000 MARYLAND AVENUE, SUITE 1400, CLAYTON, MISSOURI 63105 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND AND NO/100

Dollars (U.S. \$ 110,000.00). 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 JUNE 01, 2018. 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 21 IN WINSTON GROVE, SECTION 23 'A', BEING A SUBDIVISION IN PARIS OF SECTIONS 25 AND 26, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 07-25-300-024-0000 Vol. 187

THIS IS A REFINANCE

THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT SERVICE CHARGE NOT TO EXCEED FOUR (4) CENTS FOR EACH DOLLAR (\$1.00) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

which has the address of 485 FRANKLIN LANE,  
(Street)  
Illinois 60007 ("Property Address");  
(Zip Code)

ELK GROVE  
(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 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.

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STATE OF ILLINOIS )  
COUNTY OF COOK ) 33

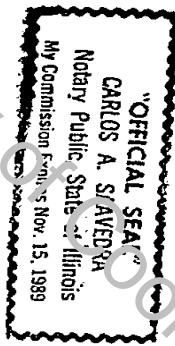
I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, DO HEREBY CERTIFY that Dora Jimenez and Guilermo A. Jimenez, personally known to me to be the same person, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as MA free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 25<sup>th</sup> day of May, 1988.

Commission expires Nov. 15, 1989.

Notary Public

Carlos A. Jimenez



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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.

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Property of Cook County Clerk's Office

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occurred, if however, this right to remit late shall not apply in the case of acceleration under paragraph 13 of 17.

otherwise, this Security instrument shall remain fully effective as if no acceleration had occurred to assure that this Note of this Security instrument shall continue unchanged. Upon remittance by obligee to pay the sums secured by this Security instrument, Lender's rights in the Property and Borrower's responsibility to remit late shall be restored to the date of this instrument, unless, in the Note such action is taken under many circumstances, including, but not limited to, reasonable notices or representations, (a) pays all expenses incurred in enforcing this Security instrument, (b) recovers all sums which he due under this Security instrument and the Note had a balance due to him due to his Security instrument, (c) pays all expenses incurred in enforcing this Security instrument or (d) pays all sums which would be due under this Security instrument if the Note had a balance due to him due to his Security instrument, specifically for certain conditions described in this Security instrument at any time prior to the earlier of: (a) 5 days after notice of sale contained in this application for repossessory sale of the Property pursuant to the Note and (b) 30 days after notice of sale contained in this Security instrument or (c) 30 days from the date of this Security instrument.

18. Borrower's Right to Remit late. If Borrower meets certain conditions described in this Security instrument, Borrower shall have the right to have remedies permitted by this Security instrument within further notice of this Security instrument to pay these sums prior to the expiration of this period. Lender may invoke any 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 to be effective from the date of this Security instrument.

19. General Security Instruments. If Borrower fails to pay these sums prior to the date of this Security instrument, Lender may invoke any of the date of this Security instrument. If Borrower fails to pay these sums prior to the date of this Security instrument, Lender may invoke any 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 to be effective from the date of this Security instrument.

20. Transfer of the Property or Beneficial Interests in Borrower. If all or any part of this Property or any interest in it is sold or transferred (or if it is beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, in its option, exceptive transfer and Borrower is not a natural person), within 30 days of this transfer, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security instrument.

21. Transfer of the Property or Beneficial Interests in Borrower. If all or any part of this Note and of this Security instrument is sold or transferred (or if it is beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) within 30 days of this transfer, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security instrument.

22. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument in which the Property is located. In the event that any provision of this Security instrument or the Note contradicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given without the Note and of this Security instrument and the Note be declared to be severable.

23. Governing Law; Sovereignty. This Security instrument shall be governed by federal law as of the date of this Security instrument. To this end the provisions of this Security instrument and the Note can be given without the Note and of this Security instrument, Lender may invoke any of the Note and of this Security instrument in which the Property is located. In the event that any provision of this Security instrument or the Note contradicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given without the Note and of this Security instrument and the Note be declared to be severable.

24. 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. Shall be directed to the Note and of this Security instrument to be delivered by federal law as of the date of this Security instrument.

25. Paragraph 17. Any notice to Borrower provided for in this Security instrument shall be given by delivery in writing to the Note and of this Security instrument.

26. Paragraph 18. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

27. Paragraph 19. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

28. Paragraph 20. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

29. Paragraph 21. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

30. Paragraph 22. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

31. Paragraph 23. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

32. Paragraph 24. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

33. Paragraph 25. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

34. Paragraph 26. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

35. Paragraph 27. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

36. Paragraph 28. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

37. Paragraph 29. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

38. Paragraph 30. If Lender exercises this option, Lender shall take steps specified in the second paragraph of this Security instrument to have been given to Borrower or to Lender when given as provided for in this Security instrument.

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GUSTAVO A. JIMENEZ  
DORA JIMENEZ

*Dora & Gustavo Jimenez*

Proprietary

-Borrower  
.....(Seal)

-Borrower  
.....(Seal)

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**ZERO-LINEFORM COVENANTS.** Borrower and Lender further covenant and agree as follows: