.1.750. E.. GOLF .RD. . SUITE .320 ...

(Address)

SCHAUMBURG, IL. 60173

MORTGAGE

	THIS MORTGAGE is made this 24TH day of AUGUST
	19 90., between the Mortgagor, ROBERT, V., BUGOS, AND, BETH, BUGOS, HUSBAND, AND, WIFE
IN	JCINT TENANCY (herein "Borrower"), and the Mortgagee, . CC . HOME. LENDERS SERVICES
	INC
	existing under the laws of DELAWARE
	existing under the laws ofDELAWARE
	SCHAUMBURG, IL., 601.73 (herein "Lender").
	WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. \$ 12, 6.05.31
	which indebted less is evidenced by Borrower's note dated .08/.24/.90 and extensions and renewals
	thereof (herein "hote"), providing for monthly installments of principal and interest, with the balance of indebtedness.
	if not sooner paid due and payable on . SEPTEMBER . 1 2000 :
	TO SECURE to Lenger the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment
	of all other sums, with leterest thereon, advanced in accordance herewith to protect the security of this Mortgage; and
	the performance of the cover ants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant
	and convey to Lender the following described property located in the County of COOK State of
	Illinois:
	HINTE 630 TOCEPUED WITH THE UNDIVIDED DEDCEMBER THREE TO THE COMMITTEE OF

PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN VILLAGE SOUARE OF ORLAND CONDOMINIUM, UNIT 2, PHASE 12, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 87-655966 AND AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 27-15-301-020

> TRAN 0686 08/28/90 11:32:00 *-90-418226 43 # D COOK COUNTY RECORDER

which has the address of ... 92.03. WHERRY. LN Street [City] Illinois . . . 60462 (herein "Property Address"); (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS-SECOND MORTGAGE-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

UNOFFICIAL COPY

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A MOSEN/Public in and for said county and state, do hereby certify that the said state, do hereby certify that the said instrument.

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The said instrument as the same and purpor . Series and delivered the said instrument as the said inst and the control of th MARCHAN STATE TO THE TAX OF THE PROPERTY OF TH GOODE A DIESON 是一种的 品品的特别的证 प्रदेशक के अंदर के देश करों प्रकृषि अंदर के सिक्षेष्ठ के स्वर्ध के कि Complete the Forest Author of the world tree of dominated the completion of manifest in the second property of the second P. ALLIER MARKED. BOLOME. PER EXECUTED (1912 MOLIERE. And the second of the bester of sea configure, deed of trust or other encumbrance with a tien which has been set forth on page one of this Mortgage, of any apparatus action. ash hoinw neil a ditw sonstidunone tedto to taust to b

eccount only for those rents actually received.

The particles rents actually received by this Mortgage, Lender shall release this Mortgage without the payment of all sums secured by this Mortgage, Lender shall release this Mortgage without the management of property.

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- 10. Borrower Not I eleured Forbea and By Londer Vol. Walvet Extension of the time for payment or modification of amortization of the sums secured by this Moregage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower 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. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. 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 delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided he cin, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be dremed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Lara Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Sorrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair of other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have painst parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Porrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.
- If Lender exercises this option, Lender shall give Borrower native of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or railed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.
 - NON-UNIFORM COVENANTS. Borrower and Lender further covenant and recee as follows:
- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, nor a 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 give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 conforce 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 nonexistence 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 Leider's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further day and 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if; (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

31、1次8度数0位 any condemnation or other taking of the property or part thereof, or for coweyance in lieu of condemnation, are fiereby sasigned and shall by paid of lenser, subject toute erms of any most gage, died of trist or other security agreement with a lien which has priore, or other security agreement with a lien which has priore or other security agreement with a lien which has priore or other security agreement with a lien which has priore or other security agreement.

int, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Mole, until the Mole is paid Trees we Tarm and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay Indepress endenced by the Mote and late charges as provided in the Mote. te of trincipal and Interest Borrower shall promptly pay when due the principal and interest SHE DHIPORM COVENANTS. Borrower and Lender covenant and agree as follows:

the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are trabital facilitation is an institutional lender:

such payments of Funds to Lender to the extentithat Borrower makes such payments to the holder of a prior mortgage or carder on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make mituri metalliments for morigage insurance it any all as reasonably estimated initially and from time to time by roperty, At any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the

Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender to make such a charge. Borrower and Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

If the amo int of the Funds held by Lender, together with the future monthly installments of Funds payable prior to Punds are placed as additional security for the sums secured by this Mortgage. the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The

Upon payment in full of all Jurs secured by this Mortgage, Lender shall promptly refund to Borrower any Funds Lender may require. they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lead shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessment., Ir suvance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of texes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

3. Application of Payments. Unic. e pplicable law provides otherwise; all payments received by Lender under held by Lender at the time of application as a credit against the sums secured by this Mortgage. Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender.

Borrower insider paragraph 2 hereof, then to inter a payable on the Mote, and then to the principal of the Mote. the Note and paragraphs I and 2 hereof shall os applied by Lender first in payment of amounts payable to Lender by

including Borrower's covenants to make payments witer due Borrower shall pay or cause to be paid all taxes. under any mortgage, deed of trust or other security spreement with a lien which has priority over this Mortgage, 4. Prior Mortgages and Deces of Trust Clay dest Liens. Borrower shall perform all of Borrower's obligations

ness. Borrower shall keep the improvements now existing or hereafter erected on the Property Na li , chien bauorg to chemyaq blodenal bas . segroth sistante and other charges find and inpositions at the block which may attain a priority over this

may require and in such amounts and for such periods as Lender may require. insured against loss by fire, hazards included within the term "everaced coverage", and such other hazards as Lender

or other security agreement with a tien which has priority over this Mortgage. Lender shall have the right to hold the policies and renewals thereoft subject to the terms of any mortgage, deed of trust acceptable to tender and shall include a standard morigage clause in the or of and in a form acceptable to Lender. innol a ni od llana loonont alawonon bna a foilog conatuantille biefichtiw vidanozaennu ed ton fiant lavorqua noue tanti The Insurance carrier providing the insurance shall be chosen by the cower subject to approval by Lender: provided.

notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for hy trance benefits. Lender is If the Property is abandoned by Borrower, of If Borrower fails to respond to Lenger within 30 days from the date proof of loss if not made prompily by Borrower. in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

ent to notisionate to meminisqui timisqui o sisse simmos ton llada bua riager boog in vroqori adi qaea llana in ervation and Makatenance of Property; Leaseholds; Condominiums; Planned Unit D velopments. Boror to the sums secured by this Mortgage. "suthorized to collect and apply the insurance proceeds at Lender's option cither to restoration of the Property

cition of London's Security. If Borrower fails to perform the covenants and agreements contained in this tions of the condominium or planned unit development, and constituent documents. decistation or covenants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium of a planned unit development, Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease if this Mongage is on a leasehold. If this Mongage is on a unit

mismismin such insurance in seitect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage; Borrower shall pay the premiums required to reasonable attorneys' foes, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, et Conder's option notice to Borrower, may make such appearances, disburse such sums, including Morigage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall Borrower's and Lender's written agreement or applicable law.

8. Impection. Lender may make or cause to be made reasonable entries upon and inspections of the Property. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

meation. The proceeds of any award or claim for damages, direct or consequential, in connection with related to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor