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1990 TWO OF EIGHTY FIVE DOLLARS

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[Space Above This Line For Recording Date]

Loan # 7295774

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 15th**19 **90** The mortgagor is**MARKIDEA****RUBEN CORTES MARRIED TO MARJORIE CORTES AND HECTOR A. ORTIZ, HIS WIFE** ("Borrower"). This Security Instrument is given to**Midwest Funding Corporation**which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is
1020 31st Street Suite 401, Downers Grove, Illinois 60515 ("Lender").Borrower owes Lender the principal sum of **Eighty-eight thousand two hundred and NO/100** - - -

Dollars (U.S. \$ **88,200.00**). 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 **November 1st, 2020**. 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 249 IN WILLIAM DEERING'S DIVERSEY AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$15.00
T#2222 TRAN 8218 10/22/90 16:47:00
#4994 # 18 *-90-515881
COOK COUNTY RECORDER

BOX 200

Item # 14-30-221-018

which has the address of

1915 WEST WOLFRAM STREET
(Street)**CHICAGO**
(City)

Illinois

60657
(Zip Code)

("Property Address");

90515881

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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~~Midwest Publishing Corporation
1020 31st Street Suite 401
Des Moines Iowa~~

REGISTRATION NO. 5

1558 day of October 1961

specific and delivered the said instrument as

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

MARKIDEEA, HIS WIFE AND HECTOR A. ORTIZ AND MARIA ORTIZ,
BENSON CORTEZ AND MARIAMNE COHETES, HIS WIFE AND HECTOR A. ORTIZ AND MARIA ORTIZ,
, personally known to me to be the same person(s) whose name(s) are

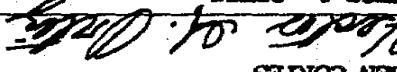
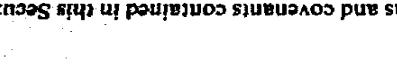
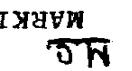
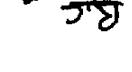
a Notary Public in and for said county and state;

THE UNIVERSITY OF TORONTO

STATE OF ILLINOIS,

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MARKIDEA XXXXX CORTEZ THIS EXECUTED THIS TWENTY-THREE DAY OF THE MONTH OF NOVEMBER	
Nineteen Thousand Sixty-Eight (Seal)	
 HECTOR A. ORTIZ BORROWER (Seal)	
 HUBEN CORTEZ BORROWER (Seal)	
 MARIA ORTIZ BORROWER (Seal)	
 NOE DE LA CRUZ Creditor (Seal)	
 CECILIA DE LA CRUZ Creditor (Seal)	
 M.C. (Seal)	
 H.A.O. (Seal)	
 G.C. (Seal)	

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

30. Prior to the expiration of any period of redemption following such date, Lender (in person, by agent or by affidavit) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those collected by Lender or the receiver of the Property, and to apply the proceeds of management of the Property to the payment of all sums secured by the Property, including the costs of managing the Property past due. Any rents collected by Lender or the receiver shall be applied first to pay rent to the receiver, fees, and then to the sums secured by this Security Instrument, Lender shall release this Security Instrument upon payment of all sums secured by this Security Instrument, Lender shall pay any recordation costs, and then to the receiver's bonds and costs of managing the Property past due, until not limited to, receiver's fees, premiums on resecurities, fees, and then to the sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall pay any recordation costs.

31. Wherever possible, Borrower waives all rights of homestead exemption in the Property.

32. Redemptions of this Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coveralls and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument. If none of the riders are executed by Borrower and recorded together with this Security Instrument, the coveralls and agreements of this Security Instrument shall be incorporated into and shall amend and supplement the instrument.

33. Check applicable box(es).
 Adjustable Rate Rider
 Condominium Rider
 Family Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Other(s) [Specify]

19. **NON-UNIFORM COVENANTS.** Remedies, Borrower shall give notice to Lender prior to acceleration of any convertible or negotiable instrument in this Security Interest specifying (but not limited to) the date applicable law provides otherwise; (a) the date the action required to cure the deficiency; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the deficiency is paid; and (d) the failure to cure the deficiency on or before the date specified in the notice may result in acceleration of this Security Interest; (e) the date specified in the notice to Lender if Lender fails to take action to collect the sum secured by this Security Interest; (f) the date specified in the notice to Lender if Lender fails to provide the information required to perfect the security interest in the personal property; (g) the date specified in the notice to Lender if Lender fails to provide the information required to perfect the security interest in the real property; (h) the date specified in the notice to Lender if Lender fails to provide the information required to perfect the security interest in the fixtures; and (i) the date specified in the notice to Lender if Lender fails to provide the information required to perfect the security interest in the leasehold interests.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree to the following:

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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11. **Successors and Assignees; Joint and Several Liability; Co-signers.** The cover agreements and agreements of this Security instrument shall bind third and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall and agrees to be liable for all obligations and agreements of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not co-sign this Security instrument only to mortgage, grants and conveys that Borrower's interest in the property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without the consent of the Note holder or the Note holder's consenter.

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 finally interpreted as permitting interest or other loan charges collected or to be collected in connection with the loan exceed the loan permitted limits, then: (a) any such loan charge shall be reduced by the amount of the loan charge which exceeded the permitted limits; or (b) if the Note holder or the Note holder's consenter agrees to the reduction of the loan charge, the Note holder or the Note holder's consenter will be entitled to receive the charge to the permitted limits, plus interest on the amount so reduced from the date of the original note at the rate of interest specified in the note.

13. **Permitted Payments.** Lender may choose to make this refund by reducing the principal amount owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal amount owed under the Note or by making a partial payment without the Note holder's consent.

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 such payments.

If the balance shall be paid to Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award on settle a 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 to the sums secured by this Deed of Instrument, whether or not then due.

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, instruments, whether or not otherwise agreed to Borrower, the fair market value of the Property immediately before the taking, divided by (b) the proceeds multiplied by the following fraction: (a) the total amount of the sums secured im- ed by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured im- ed by the amounts before the taking, divided by the fair market value of the Property immediately before the taking. Any

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium 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 agreement or applicable law.