UNOFFICIAL COPY

91615304

This instrument was prepared by: MARGARETTEN & COMPANY INC 625 NORTH CT PALATINE, IL 60067

MORTGAGE

60204552

THIS MORTOAGE ("Security Instrument") is given on

November

1991

The mortgagor is

RAMIRO GOMEZ, BACHELOR VELIA TREVINO, DIVORCED AND NOT SINCE REMARRIED

("Borrower").

This Security Instrument is given to

MARGARETTEN & COMPANY, INC. which is organized and existing

under the laws of the State of New Jersey

, and whose address is

("Lender").

One Ronson Road, Iselin, New Jersey Borrower owes Lender the principal sum of

Sixty- Two Thousand, Two Hundred Fifty and 00/100 Dollars (U.S. \$ 62,250.00) "his 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 1st, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 de cribed property located in

County, Illinois:

LOT 20 AND 21 IN BLOCK 24 IN HULBERT'S ST. CHARLES ROAD SUB-DIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN#15-08-203-002-0000 PIN#15-08-203-001-0000

> 0EPT-01 RECORDING \$16.3 T\$3333 TRAN 3820 11/22/91 11:45:00 42990 \$ C *-91-615304 COOK COUNTY RECORDER

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which has the address of

47TH AVE

BELLWOOD, IL 60104 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT MAR-1205 Page 1 of 5 (Rev. 5/91) Replaces NIAR-1205 (Rev. 7/87)

Form 3014 9/90

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MAR-1255 Page 5 of 5 (Rev. 5/91) septemblish (Rev. 1/17)

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My Commission expires:

Olven under my hand and official seal, this 15th

day of November

personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their free and voluntary act, for the uses and purposes therein set forth.

I, the Undersigned, n'Wotary Public in and for said county and state, do hereby certify (na RAMIRO GOMEZ, BACHELOR

VELIA TREVINO, DIVORCED AND NOT SINCE REMARRIED

VELIA TREVINO, DIVORCED AND NOT SINCE REMARRIED

:5\$

SINTE OF ILLINOIS, COOK

1615:104

VELIA TREVING-BOTTOWER 344-58-8421

-BOTTOWET

SOCIAL SECURITY NUMBER 325-78-1155

RAMIRO GOMEZ-BOTTOWET
SOCIAL SECURITY NUMBER 325-78-1155

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

The following Riders are attached:

24, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument.

UNOFFICIAL COPY
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable haw 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Horrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the argument necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at lender's sole discretion.

Upon payment in full of all sums second by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless application of the provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and a st, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessment; charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lensehold 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 (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 abject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. For ower 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 or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the (mounts 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. If Borrower fails to maintain coverage described above, Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgap clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Levier 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 ideal 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year

MAN. 1205 Page 4 of 5 (Sav. 5/91) Replication MAR (2011) (R.D.)

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ifithout charge to Borrower. Borrower shall pay any recordation costs.

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

costs of title evidence.

of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph I) unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the detault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default inust be cured; ann, (c), that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to resinatate 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 default is not cured on or before the date specified in the notice, defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, defaunt and may foreclosure this Security Instrument in full of all sums secured by this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and

21. Acceleration; Remedica. Lander shall give notice to Borrower prior to acceleration following Borrower's breach

that relate to health, anfety or environmental protection.

by Environmental Law and the following substances: gasoline, kerosene, other flammable of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials econtaining asbestos or formaldehyde, and radioactive materials, As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located the this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located the this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where

As used in this Paragraph 20, "Hazardous Substances" are those substances defi ted as toxic or hazardous substances

LEW OF WHICH EDUTOW: THIS RECEILED KNOWIEDGE, IT EDITOWER TERMS, OF IS NORTHER BY ANY SOVERTIMENTS OF THE MINISTRANCE AND THE RECESSARY, BOTTOWER SHALL FOR EACH ANY TERRORAL OF THE ANY TERRORAL OF THE MANAGEMENT OF THE MANAGEMEN

Bortower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Propertion any Hazardous Substance or Environmental Law of which Bortower has actual knowledge. If Bortower learns, or is notified by any Hazardous Substance or Environmental Law of which Bortower has actual knowledge. If Bortower learns, or is notified by any Hazardous Substance or Environmental

residential uses and to maintenance of the Property.

Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that the generally recognized to be appropriate to normal

20. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, atorage, or release of any

Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects mon hity sayments due under the Note, if there is a change of the Loan Servicer, unreled, at a sale of the Note, if there is a change of the Loan Servicer, unreled, at a sale of the Note, if there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will attact the name and address of the new Loan Servicer and the notice will attact the name and address of the new Loan Servicer and the payments should be made. The notice will also contain any other information required by applicable rew.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

enforcement of this Security Instrument discontinued at any time prior to the earlier of; (a) 5 days (or such other period as applicable law may a scelly for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all summay viole, then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of ary or her covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to assure including, but not limited to descend a stock of the sums secured by this Security Instrument, Lender's rights in the Property and Borrower; obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower; this Security Instrument and the obligations secured hereby shall term, in fully effective as if no acceleration had occurred. However, this right to reinstate shall only in the case of acceleration and against 17.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

the date of this Security Instrument.

17. 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 Borrower 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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35. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

it by first class mail unless applicable law requires use of another method. The notice shall be given by delivering it or by mailing or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address at at any other address Lender designates by notice to Borrower. Any notice provided for in this Security address at a start of the same of the first paragraph.

after the date of occupancy, miless Lender otherwise agives in wifting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage is quired by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially conivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use unit frain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an 'assu at approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance wit' (a) y written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make real onable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of 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, distance by (b) the fair market value of the Property immediately before the taking is less that the remount of the sums secured immediately before the taking is less that the remount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless upplicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument wheth rest not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borroy er and 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the Property or to the

sums secured by this Security Instrument, whether or not then due.

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 arrownt of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for vay neat or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or abstwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind 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 but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent

13. 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 so that the interest 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

THIS AGREEMENT made as of this 13th day of November 1991, by and between Commercial National Bank of Chicago ("Lienholder") and Margaretten Company.

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WHEREAS, Ramiro Gomez and Velia Thevino ("Borrowers") executed and delivered to Lienholder a Trust Deed dated July 9th, 1990, filed of record on September 12th, 1990 with the County Recorder of Cook County, Illinois, as Document No. 90444105, and in the amount of \$6,384.69, and covering the following described property located in said county and state (the "Property"):

LOTS 20 AND 21 IN BLOCK 24 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHERE'S, Borrower executed and delivered to Margarettan Company a mortgage of the above-described Property dated 1/1/1/1 of 1991 filed of record on 1/2/2/2 , 1991, with the County Recorder of the County of 1991 (1991), as Document No. 91615304 and in the amount of \$62,250.00 and

MHEREAS, it is the intention of the parties hereto, and the purpose of this Agreement, or make the aforesaid mortgage to Margarettem Company in all respects senion, prior and superior to the aforesaid mortgage to Lienholder.

NOW THEREFORE, for good and valuable consideration, and in order to induce Margaretten Company to advance funds upon its mortgage, Lienholder does hareby subordinate the lien of its mortgage to the lien of Margaretten Company mortgage, and all extensions, modifications and renewals thereof and all advances and future advances thereunder, notwithstanding that the Lienholder's mortgage was executed and recorded prior to the execution and recordation of Margaretten Company mortgage, and agrees that all right, title, lien and interest acquired by Margaretten Company, either by foreclosure proceedings or otherwise, under its mortgage, shall be prior and superior to any and all rights, title, lien and interest heretofore or hereafter acquired by Lienholder under the Lienholder's mortgage.

IN TESTIMONY WHEREOF, Lienholder has caused those presents to be executed the day and year first above written.

BEVERLY EDWARDS

	Lienholder: COMMERCIAL NATIJNAL BANK OF CHICAGO By: () (() () () (Name)	
	Its Vice Tesid	(Mele)
STATE OF <u>Illinois</u> SS.	Tts	RECORPINET 3 413.50 TRAN 3820 11722/91 11:45:00
The foregoing instrument was acknown of Manager, 1991, by the corporation under the laws of the the corporation.	noledged before me this _	on behalf of
	6	A. Co.

Phoposition Property Commission Evaluation 07/20/95

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Property of Cook County Clerk's Office

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