IOFFICIAL C PREPARED BY: JEAN K. FREEMAN BUFFALO GROVE, IL

RECORD AND RETURN TO: FREEMAN MORTGAGE SERVICES, INC. 974 S. BUFFALO GROVE ROAD BUFFALO GROVE, ILLINOIS 60089

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1. L. Server Berger (Server) at the Control of the

147777 RSN 9852 04/25/91 11:40:00 14071 | 4 4-91 191827

THIS MORTGAGE ("Security Instrument") is given on "APRIL 1610", 1991

The mortgagor is RICHARD B. ESPEJO AND DE CORRESPONDED TO THE MORTGAGO AND STREET OF T

COOK

("Borrower"). That Specifity Instrument is given to FREEMAN MORTGAGE (SERVICES) FINC Proceedings to the following

with the second of which is organized and existing under the laws of " , and whose address is 974 S. BUFFALO GROVE ROAD

BUFFALO GROVE, ILLINOIS 60089

THE STATE OF TLLINOIS

Borrower owes Lender are principal sum of ONE HUNDRED FORTY ONE THOUSAND AND NO/100

141,000.00). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable This Security instrument secures to Lender: (a) the repayment of the debt evidenced MAY 1, 2021 by the Note, with interest, and all rensw is, 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 in trument and the Note. For this purpose, Borrower does hereby mortgage,

grant and convey to Lender the following described property located in COOK

COOK

LOT 20 IN BLOCK 3 IN GLENVIEW TERRACE SUBDIVISION, BEING A

SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL

SECTION 11, TOWNSHIP 41 NORTH, FANCE 12, EAST OF THE THIRD

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

MOVEMBER 6 1958 AC DOCUMENT NUMBER 12366660 NOVEMBER 6, 1958 AS DOCUMENT NUMBER 17368598/ IN COOK COUNTY, ILLINOIS.

09-11-406-022

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60025

ार्थ ("Property Address")) का के कार के किए का अपने के हार पूर

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all ensements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and ill fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security in the ment. All of gedees in gevrooren van een vervist in die versteel de verdiel. Hit gedoor voor on voor gedeel van die trop ondersteel de the foregoing is referred to in this Security instrument as the "Property."

A Charles And Anna Charles Commence

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BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby convoyed 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 e≯yati ozne nin yili ± 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 sovenant 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.

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ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: MB-284 Rev. 10/89 14884 Page 1 of 4

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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 ("Funde") 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 cradited 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 people of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again it the sums secured by this Security Instrument.

3. APPLICATION of PAYMENT. 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 by 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 obligation 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. Gorrower 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 of enriority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligations 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.

Insured against loss by fire, hazards included within the term "extended cover ge and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance shall be chosen by Borrower subject of ender'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 chall promptly give the 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 ristoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security 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 prid 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 acquisiton shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. 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.

Borrower(s) Initials:

Any amounts disbursed by leady under this paraphable? That seconds affelling debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these smounts shall been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law!

8. INSPECTION. Lender or its agent may make reasonable/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.

GONDEMNATION: The proceeds of any laward or 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, unless Borrower and Lender otherwise agree in writing, 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle r claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is a coolect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Jorrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. BORROWER NOT PLENSED; FORBEARANCE BY LENDER NOT a WAIVER! Extension of the time for payment 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 sometime proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successor 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.
- of this Security Instrument shall bind and bing 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 (2) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property (1) of 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.
- 12. LOAN CHARGES. If the loan secured by this Security his rument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of the 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 such as a leady 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 reduce, principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. LEGISLATION AFFECTING LENDER'S RIGHTS if enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrum... and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps upen field in the second paragraph of paragraph 17.
- 14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice of the Property Address or any other address Borrower designates by notice to Lender. Any notice to Londor shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 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 conflicts 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 be severable.
- 16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and 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 the date of this Security Instrument.

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 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.

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Borrower(s) Initials: 4

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	18 BORROWER'S RIGHT to REINSTATE If Borrower in ets certain conditions Borrower shall have the right to have inforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period
	is applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in
	his Security instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:
	(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this
	security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may
	easonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's
	bligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower,
	his Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Inwever, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.
	NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
	19. ACCELERATION REMEDIES LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION
	OLLOWING BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR
	O ACCELERATION UNDER PARAGRAPHS, 13 AND 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30
	DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT
	AILURE 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 MOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND
	THE RIGHT TO ASSET I 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
	PECIFIED IN THE NOVICE, LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED
	Y THIS SECURITY INSCRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY UDICIAL PROCEEDING. LEVER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES
	PROVIDED IN THIS PARAGRAPH 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF
	TILE EVIDENCE.
	20 LENDER in POSSESSION Upon acceleration under paragraph 19 or abandonment of the Property and at any time
	rior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ppointed receiver), shall be entitled to entry upon, take possession of and manage the Property and to collect the rents of
	he Property including those past due. Any rents collected by Lender, or the receiver shall be applied first to payment of
	he costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
	eceiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
	nstrument without charge to Borrower. Borrower shall proy any recordation costs.
	22: WAIVER of HOMESTEAD. Borrower waives al' .: to f homestead exemption in the Property.
	23 RIDERS to this SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together
	vith 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 as if the rider(s) were a part of this Security
	ing supplement the coverants and agreements of this Security instrument as if the riberts, were a part of this Security instrument. (Check applicable box(es))
	\mathcal{G}_{A}
	Adjustable Rate Rider Condominium Rider 1-4 Family Rider
	Adjustable hate rituer
	Graduated Payment Rider Planned Unit Development Rider
	Other(s) (specify)
	Cotner(s) (speciry)
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
	n any rider(s) executed by Borrower and recorded with it.
•	De la Recelor
	(Seal) (Seal) (Seal) (JEAN D. ESPEJO (Seal)
	RICHARD B. ESPEJO -Borrower JEAN D. ESPEJO -Borrower
	(Seal) (Seal)
	-Borrower Sorrower
	Space Below This Line For Acknowledgement)
	State of Illinois, COOK County ss:
	1/
	or said county and state, do hereby certify that
	ersonally known to me to be the same Person(s) whose name(s) ARE subscribed to the
,	oregoing instrument, appeared before me this day in person, and acknowledged that THEY .
	igned and delivered the said instrument as <u>THEIR</u> free and voluntary act, for the uses and urposes therein set forth.
ļ	Given under my hand and official seal, this
	Given under my hand and official seal, this day of,
	Siven under my name and official sear, this day of
•	
	Ty Commission Expires: "OFFICIAL SEAV" Commission L. Dober
(Ty Commission Expires: 14/54/

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