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# MORTGAGE

FMC 023641-5

THIS MORTGAGE ("Security Instrument") is given on JUNE 27, 1991  
The mortgagor is GREGORIO B. IBARRA AND HELEN V. IBARRA, HIS WIFE

**FLEET NATIONAL BANK**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **11200 WEST PARKLAND AVENUE, MILWAUKEE WISCONSIN 53224** ("Borrower"). This Security Instrument is given to

(“Lender”). Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND SIX HUNDRED AND NO/100----- Dollars (U.S. \$ 75,600.00-----). This debt, 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 JULY 1, 2021----- 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 described property located in COOK-----

**County, Illinois:**

LOT 28 (EXCEPT THE WEST 12 1/2 FEET THEREOF) AND ALL OF LOT 29 IN  
BLOCK 5 IN MITCHELL ADDITION TO CLARKDALE, BEING A SUBDIVISION OF  
THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP  
38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

PIN: 19-35-404-057-0000

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which has the address of 3542 W. 84TH STREET  
[Street]

Illinois 60652 ("Property Address"))

CHICAGO (City)

**ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

Form 1014-990 (Rev. 1-17-92)

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Form 301A 9/90 (page 6 of 6 pages)

CHICAGO, ILLINOIS 60643  
10046 SOUTH WESTERN AVE.

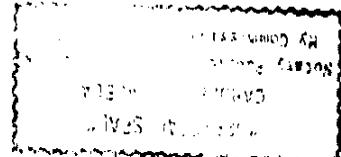
~~THIS INSTRUMENT WAS PREPARED BY~~  
~~GREGORY GIBSON~~  
~~NOTARY PUBLIC~~

~~THIS INSTRUMENT WAS PREPARED BY~~  
~~GREGORY GIBSON~~  
~~NOTARY PUBLIC~~

This instrument was prepared by

Notary Public

*Gregory Gibson*



My Commission Expires

Given under my hand and official seal, this

fourth

free and voluntary act, for the uses and purposes herein set  
and delivered the said instrument as THEIR

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

, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that GREGORIO G. IBARRA AND HELEN V. IBARRA, HIS WIFE

a Notary Public in and for said county and state,

(County ss)

STATE OF ILLINOIS

1. THE UNDERSIGNED

WITNESSES:

HELEN V. IBARRA, HIS WIFE  
(Seal)  
Social Security Number 352-22-2157  
-Borrower

GREGORIO G. IBARRA  
(Seal)  
Social Security Number 326-16-3831  
-Borrower

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

- [Check applicable box(es)]
- Adjustable Payment Rider  
 Condominium Rider  
 1-4 Family Rider  
 Biweekly Payment Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Second Home Rider  
 Balloon Rider  
 Other(s) [Specify]

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 as if the rider(s) were a part of this Security Instrument.

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applicable law may specify 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 sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security 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 monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to 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 state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor 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 are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower 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 Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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 that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the actions 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 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 reinstate 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, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose 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 costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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**5. Hazarded 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 amounts and for the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower's (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the entry by the debtors against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his or her rights entitling him to the lien in accordance with law; or (c) waives from the holder of the lien an agreement satisfactory to Lender to pay all amounts due under this Security Instrument to Lender prior to the date of the entry of such judgment.

3. **Chargers; Lenses.** Borrower shall pay all the taxes, assessments, charges, times and expenses necessary to the property which may attain priority over this Security Interest, and shall pay all amounts of principal and interest due to the holder prior to the date of maturity provided in paragraph 2, if it is not paid in full when due, 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 this payment.

### **3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any payment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due forth, to principal due and last, to any late charges due under the Note.

*Upon payment in full to the sum secured by this security instrument, the funds held by Lender under paragraph 2, Lender shall acquire or sell the Property, prior to the acquisition of funds held by Lender, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sums secured by this Security instrument.*

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to us separately this amount.

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.

UNIFORM COVENANTS, BODIESWATER AND LENDER COVENANT AND AGREE AS FOLLOWS:

**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.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Proprietary is unencumbered, except for encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter erected a part of the property. All replacements and additions shall also be covered by this instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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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 immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 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 or 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 (a) monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Relaxed; 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 commence 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 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.

**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 shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender 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.

**15. 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 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as

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100-102-949-AVA - 100-0005-0001-100-100-100

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<sup>10.</sup> *Concordia*, p. 10. The present author has also used the term *concordia* in his article on the Concordia of the 1920s, 'A New Look at the Concordia of the 1920s', *Journal of Church History* 52 (1990), pp. 1–18.

**9. Inspection.** Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give reasonable notice in advance of so doing to an occupier when such inspection causes loss of the occupier's property.

Any amounts disbursed by Learner under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to offer terms of payment that bear interest from the date of disbursement of the Note rate and shall be payable, with interest upon note from Learner to Borrower relating

7. Protection of Landlord's Rights in the Property. It Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Landlord's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure of or to enforce laws or regulations), then Landlord may do and pay for whatever is necessary to protect the value of the Property and Landlord's rights in the Property, such as a proceeding in bankruptcy, probate, for condemnation or foreclosure of or to enforce laws or regulations, or the conveyance of the Property to another party, and Landlord shall be entitled to do so.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds of principal shall not exceed one-half of the monthly payments received by Lessor.

առաջ գործություն ունեցած է այս պահին առաջ գործություն ունեցած է այս պահին

All insurance policies and rewards 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 and paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender and make good or less if all such problems be Borrower's.

permitted within shall not be unreasonable, carrier providing the insurance shall be chosen by Borrower at subject to Lender's approval that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower at subject to Lender's approval that Lender requires. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage of replacement lenders fees in the proportionate amount as will provide for