

## UNOFFICIAL COPY

BOX 392

92536731

DEPT-01 RECORDING \$33.00  
 T#5555 TRAN 9106 07/22/92 19:15:00  
 #3947 # 42-92-536731  
 COOK COUNTY RECORDER

This instrument prepared by  
and should be returned to:

JENNIFER DENISE  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JULY 15, 1992** . The mortgagor is  
**PATRICE MURRAY CALDERON AND MARIO CALDERON, MARRIED TO EACH OTHER.**

("Borrower"). This Security Instrument is given to

**THE FIRST NATIONAL BANK OF CHICAGO**

92536731

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**.  
(Lender"). Borrower owes Lender the principal sum of

**ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED & 00/100**

Dollars (U.S. \$ **111,600.00** ).

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 **AUGUST 1, 2022**. 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: 03-25-210-002-0000

which has the address of  
Illinois

**1424 PARK DRIVE, MT. PROSPECT**  
**60056** ("Property Address");  
[Zip Code]

[Street, City],

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

VMP-5R(IL) (8106)

VMP MORTGAGE FORMS • (313)293-8100 • (800)621-7291

Page 1 of 6

Form 3014 9/90

Amended 5/91

Initials: *M.C.*

*FMC*

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Form 3014 8/90  
Page 2 of 6  
Date: 00/00/00

6R(1) (e)(a)

TODGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security Instrument, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the cattle 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 limitations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay which 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 which due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 be liable priority over this Note, until the Note is paid in full, a sum ("Funds") for: (b) yearly leases of ground rents on the Property, if any; (c) yearly hazard or property insurance instrument as a lien on the Note; (d) yearly leasehold premiums, if any; (e) yearly mortgage insurance premiums, if any sums payable by Borrower to Lender, in accordance with provisions of the Note, in lieu of the payment of mortgagelife insurance premiums. These items are called "Fees." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount Lender may withdraw from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds acts of 1974 is amended, if so, Lender will, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may charge for an independent law permits Lender to make such a charge. However, Lender in connection with this loan, unless applicable, may provide for an independent law that permits Lender to make such a charge. Lender may agree to pay a fee, same charge for a service or loans made or applied for by Borrower and Lender may agree in writing, however, that interests 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, as applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of funds held by Lender is any sum secured by this Security Instrument which may not charge Borrower for a building and applying the Funds, annually insuring 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. Lender, if Lender is such in its discretion, may require Lender to pay all amounts measured by a federal agency, instrumentality, or entity (including Lender, if Lender is such in its discretion, to be paid by a third party), unless Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of funds held by Lender is any sum secured by this Security Instrument which may not charge Borrower for a building and applying the Funds, annually insuring 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. Lender may agree to pay a fee, same charge for an independent law permits Lender to make such a charge. Lender in connection with this loan, unless applicable, may provide for an independent law that permits Lender to make such a charge. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount Lender may charge for an service or loans made or applied for by Borrower and Lender may agree in writing, however, that interests shall be paid on 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the sums secured by this Security Instrument to the extent of the principal and interest paid by Lender to Borrower.

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 late charges due under the Note; second, to amounts paid by Lender under paragraph 2;

4. Charge; Liens. Borrower shall pay all taxes, assessments, charges, rents and impositions attributable to the property which may have priority over this Security Instrument, and lessor than Lender's option to prevent the enforcement of the payment of the obligation by the lessee which has priority over this Security Instrument unless Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payment. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts paid in payment of the obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the same date directly to the person or persons in the manner provided in paragraph 2.

5. Default, to Lender, to any late charges due under the Note; and last, to any late charges due under the Note.

6. Security Instruments. If Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more steps to cure the instrument. If Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more steps to cure the instrument. If Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more steps to cure the instrument. If Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more steps to cure the instrument. If Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more steps to cure the instrument. If Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more steps to cure the instrument.

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**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 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. If Borrower fails to maintain coverage described above, Lender may, at 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 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 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 after the date of occupancy, unless Lender otherwise agrees in writing, 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 required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent 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 and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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**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 (or such other period as 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 Substances 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 actions 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.

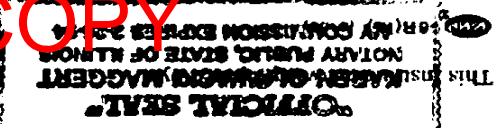
## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**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 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 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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My Commission Expires:

Given under my hand and official seal, this  
15<sup>th</sup> day of July, 1988.

I, MARIO CALDERON, a Notary Public in and for said County and State do hereby certify that  
I have personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they he  
signed under the said instrument, free and voluntarily acly for the uses and purposes herein set forth.

1. THE CADERSIGNED,  
PATRICE MURRAY CALDERON AND MARIO CALDERON, MARRIED TO EACH OTHER,  
, a Notary Public in and for said County and State do hereby certify that

STATE OF ILLINOIS.

County ss: CookBorrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

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.

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.  
(Check applicable box(es))
- Adjustable Rate Rider
  - Condominium Rider
  - Family Rider
  - Planified Unit Development Rider
  - Bi-weekly Payment Rider
  - Rate Impovement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - V.A. Rider
  - Balloon Rider
  - Graduated Payments Rider

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Mail Suite 2106

One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000764217  
1424 PARK DRIVE  
MT. PROSPECT, IL 60056

## LEGAL DESCRIPTION RIDER

LOT 7G IN WOODVIEW MANOR UNIT NO. 1, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1960 AS DOCUMENT NO. 17883769 IN COOK COUNTY, ILLINOIS.

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REAL ESTATE TAX I.D. # : 03-25-210-002-0000