

UNOFFICIAL COPY

1663036

92536736 33

MAIL TO:

NORWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1200 MIDWEST PLAZA WEST
801 NICOLLET MALL
MINNEAPOLIS, MN 55402-2587

BOX 392

[Space Above This Line For Recording Data]

MORTGAGE

457224

ILCM

THIS MORTGAGE ("Security Instrument") is given on JULY 15, 1992. The mortgagor is MICHAEL NAVARRO AND WYNNE F.M. NAVARRO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

92536736

which is organized and existing under the laws of THE STATE OF MINNESOTA, and whose address is MINNESOTA SERVICE CENTER, P.O.BOX 9270, DES MOINES, IA 503069270 (Lender). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED TWENTY AND 00/100 Dollars (U.S. \$ ****134,820.00).

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 01, 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:

DEPT-01 RECORDING \$33.00
T#5555 TRAN 9106 07/22/92 10:16:00
#3952 # *-92-536736
COOK COUNTY RECORDER

(*SEE ATTACHED LEGAL DESCRIPTION*)

TAX STATEMENTS SHOULD BE SENT TO:
NORWEST MORTGAGE, INC., P.O.BOX 9270, DES MOINES, IA 503069270
which has the address of 4938 NORTH KILDARE AVENUE CHICAGO
Illinois 60630 (Zip Code) ("Property Address"); (Street, City).

33-

UNOFFICIAL COPY

06

OFFICIAL SEAL • MICHAEL J. MELAR • NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/21/94

Q10988

NORWEST MORTGAGE, INC.

This instrument was prepared by:

My Commission Expenses:

Abbildung

15TH day of JULY 1992.
free and voluntary act, for the uses and purposes herein set forth.
I, John C. McNamee, acknowledge that I am the same person(s) whose name(s)
is/are personally known to me to be the same person(s) who
c me this day in person, and acknowledge that he
fice and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this
seventh day of November, one thousand nine hundred and

STATE OF ILLINOIS,
Cook County, Illinois
Notary Public in and for said county and state do hereby certify
that MICHAEL NAVARRO AND MYNN F.M. NAVARRO, HUSBAND AND WIFE

-Borrower _____ -Borrower _____
(Seal) (Seal)

Wynn F. M. Navarro Social Security Number: 330-66-9076
Bormann (Seal)

Borrower: MIGUEL NAVARRO Social Security Number: 358-62-1125

Witnesses:
W. M. Schoolhouse (Seal) W. M. Schoolhouse (Seal)

BY SIGNING BELOW, Borrower accepts the terms and conditions 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 this Security Instrument, and any rider(s) will be part of this Security Instrument.

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect the 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; (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, in any case, collect and hold Funds in an amount not to exceed the maximum amount indicated for a related mortgage loan, in any case, in any time, to secure a account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds held under this Note, at any time, in any manner, as so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Escrow Items or otherwise in accordance with applicable law.

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

VARIATIONS by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines usages for national use and non-national covements with limited application to the topics of claims and demands, subject to any understandings of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

LOCATE THE WITNESS AT THE IMPROVEMENTS, HOW OR WHEREVER HE MAY BE, AND IN CASE OF DISCREPANCY, AND IN CASE OF DISCREPANCIES, ADDITIONAL QUESTIONS SHALL ALSO BE COVERED BY THIS SECURITY FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLEVEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLEVEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

UNOFFICIAL COPY

8. Mortgage Insurance. If Leander receives a premium or a deduction of \$2500 by this instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Leander 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 acme mortgage insurer approved by Leander. If Leander will succeed in his or her collection of the premium paid by Borrower, he may deduct the amount of the premium paid from the amount of the insurance premium paid by Borrower when the insurance coverage lapses or ceases to be in effect. Leander shall pay the premium required to maintain the mortgage insurance in effect if Leander's failure to do so results in a loss service of more than \$1000.

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

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 proceed in any manner, including by sale or lease of all or any part of the Property.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone 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.

Lender may have prior to loss in the nature of damage resulting from any cause, including but not limited to fire, explosion, accident, theft, or any other cause, and Lender's right to sue for such loss, shall not be affected by the fact that Lender has received payment of all or part of the amount so lost.

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.

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 carrier requires insurance. This insurance shall be maintained in the amounts and for the periods specified above, for which hazards included within the term "extended coverage".

UNOFFICIAL COPY

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 insurer 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 with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award 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 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 the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; 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 Joint; 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.

UNOFFICIAL COPY

92536736

PERMANENT TAX NUMBER: 13-10-414-023
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE
1 TO 17 IN BLOCK 2 IN ELLENDALE, BEING A SUBDIVISION OF THE
51 AND THE NORTH 12 FEET OF LOT 44, ALL IN BLOCK 1, ALSO OF LOTS
TO 15 AND LOT 16 (EXCEPT THE SOUTH 6 FEET) ALSO OF LOTS 45 TO
LOT 7 IN BLOCK 1 IN FRED J. CLASSON'S RESUBDIVISION OF LOTS 1
51 AND THE NORTH 12 FEET OF LOT 44, ALL IN BLOCK 1, ALSO OF LOTS
1 TO 17 IN BLOCK 2 IN ELLENDALE, BEING A SUBDIVISION OF THE
NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE
SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

MAIL TO: NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

NORMWEST MORTGAGE, INC., 1200 MIDWEST FLAZA WEST, CHICAGO, IL 60607, MW 55402-2527

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1238736