

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED & INDEXED

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THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 09**, 1992, by **SERGIO FRANCO AND ROSALVA FRANCO, HIS WIFE** (hereinafter referred to as "Borrower"), to **GMAC MORTGAGE CORPORATION OF PA**, **PENNSYLVANIA**, and whose address is **8360 OLD YORK ROAD, ELKINS PARK, PA 19117-1590**, (hereinafter referred to as "Lender").

(Space Above This Line For Recording Data)

**MORTGAGE** **LOAN #:** **1-824078-91**

**THIS MORTGAGE ("Security Instrument") is given on** **OCTOBER 09**, **1992**. **The mortgagor is** **SERGIO FRANCO AND ROSALVA FRANCO, HIS WIFE** **(Borrower"). This Security Instrument is given to** **GMAC MORTGAGE CORPORATION OF PA**, **PENNSYLVANIA**, **and whose address is** **8360 OLD YORK ROAD, ELKINS PARK, PA 19117-1590** **("Lender"). Borrower owes Lender the principal sum of** **FORTY-FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 45,000.00).** 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 **NOVEMBER 01, 2007**. 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:**

**LOTS 41 AND 43 IN BLOCK 4 IN DICKY AND BAKER'S NORTHWEST ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**TIN #13-34-128-004-0000**  
**#13-34-128-005-0000**

**which has the address of** **2047 NORTH KILBOURN AVENUE** **(Street)** **CHICAGO** **(City)** **ILLINOIS** **60639** **(Zip Code)** **("Property Address")**

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

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or underpay the due date of the change of payables referred to in paragraphs 1 and 2 or change the amount of the payments of the underlying payable prior to the acquisition.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard noncancelable provision to hold the policies in force until paid premiums and renewals are received. If losses, Borrower shall promptly give to Lender all receipts and may make partial or full refunds periodically by Borrower.

Similarly, the letter to take one of the actions of the borrower's right to receive written notice to make any changes or to rescind the improvement agreement.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) connects in good faith the lien by, or defers and submits nonrecognition of the lien in a manner acceptable to Lender; (c) secures from the Lender a quiet title to the property in question.

Proprietary software should play an integral role in the security landscape, but it must be used judiciously to avoid becoming a liability. It's important to understand the risks involved in using such software and to take steps to mitigate those risks.

**A. Application of Psychology.** Under this heading we consider how psychology can be applied to the study of language.

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

If the Funds held by law exceed the amounts permitted to be held by applicable law, funds held under such account to Borrower's credit will make up the deficiency.

The funds shall be held in an institution whose decisions are insured by a Federal Agency, if any, the Federal Home Loan Bank, Landmark, or any other financial institution, or by a Federal Agency, if any, the Federal Home Loan Bank, Landmark, or any other financial institution, as in my judgment most suitable for all funds received by this Section.

*Estimate Settlement Proceedings Act of 1974 as amended from time to time, 12 U.S.C. § 260 et seq. ("RESPA").* Utilities another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an account until to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

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**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 attorney's 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, so and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an 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 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 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.

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NON-UNIFORM COVARIANTS. Bottower and Lander further generalize covariant and affine in follows:

19. **Sum of Note:** Climbing or parallel payments will result in the Note being paid off earlier, thus reducing the risk of loss due to a prepayment by the Note holder.

13. **Interest rates**. In the loan market there are two categories of interest rates: a floating rate and a fixed rate. The floating rate is determined by the market and is influenced by factors such as inflation, economic growth, and monetary policy. The fixed rate is set by the lender and is usually higher than the floating rate. The choice between the two depends on the borrower's needs and the lender's risk assessment.

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LOAN # : 1-824078-91

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.

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

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

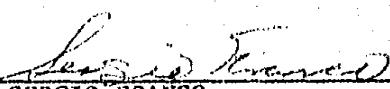
Rate Improvement Rider

Second Home Rider

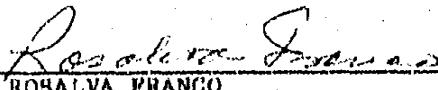
Other(s) [specify]

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

Witnesses:

  
SERGIO FRANCO

(Seal)  
-Borrower

  
ROBALVA FRANCO

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

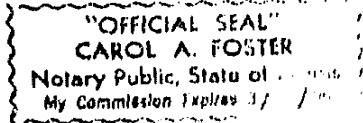
County no:

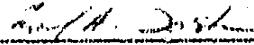
On this, the NINTH day of OCTOBER, 1992, before me, the subscriber, the undersigned officer, personally appeared SERGIO FRANCO AND ROBALVA FRANCO, RES WIFE,

known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and officiate seal.

My Commission expires:





TITLE OF OFFICER

9224226

This document was prepared by:  
ANDREA SKOPEC for  
GMAC Mortgage Corporation of PA  
5540 WEST 111TH STREET  
OAK LAWN, IL 60453

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