

UNOFFICIAL COPY

92818720

PREPARED BY:
HEATHER STONELL
CHICAGO, IL 60634

INDORSE AND RETURN TO:

COLUMBIA NATIONAL BANK OF CHICAGO
3700 N. KADLEIN AVENUE
CHICAGO, ILLINOIS 60634

92483282

Signatures and Seal for Recording Only

MORTGAGE

353619

82483282

THE MORTGAGE ("Security Instrument") is given on APRIL 24, 1992
AS A CONDITION OF A MORTGAGE AND NOT SINCE RECORDED

The mortgage is

(Mortgage). The Security Instrument is given to
COLUMBIA NATIONAL BANK OF CHICAGO

DEPT-11 RECORDS - 1 833.00
132288 1991 02 07/01/92 10056604
0000 + 2 - 4 2 3 3 0 2 2
COOK COUNTY RECORDER

which is executed and delivered under the laws of UNITED STATES OF AMERICA, and which
is given to 3700 N. KADLEIN AVENUE
CHICAGO, ILLINOIS 60634
SEVENTY THOUSAND
AND 00/100 Dollars (U.S. \$ 70,000.00)

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 APR 1, 2007
The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all expenses,
penalties and modifications of the Note; (b) the payment of all other debts, 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:
THE EAST 11.04 FEET OF THE WEST 88.62 FEET (MEASURED ON THE NORTH LINE
THEREOF) OF A PARCEL OF LAND DESCRIBED AS FOLLOWS: TRACT PART OF LOT 92
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

P/C 8761

92818720

TO BE RE-RECORDED TO INCLUDE DATE IN NOTARY SECTION

88-07-010-044

Witness the signatures of 390 EAST WASHINGTON, ONE PLAINED
Name 83016 ("Party Address")

NOTARY PUBLIC STATE OF ILLINOIS
NOTARY PUBLIC STATE OF ILLINOIS

Not 163
33.00

Not 163

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TOGETHER WITH all the... All rights... and all...
BORROWER COVENANTS that Borrower is hereby bound...
THIS SECURITY INSTRUMENT contains certain covenants for...
BORROWER COVENANTS hereinafter and Lender agrees as follows:

1. Payment of Principal and Interest; Prepayment and Late Charge. Borrower shall promptly pay when due the principal of and interest on the debt...
2. Funds for Taxes and Insurance. Borrower shall promptly pay when due the taxes and assessments which may be levied...
Lender may collect and hold funds in an account and to credit the same...

The Funds shall be held in an account... Lender shall apply the Funds to pay the...
Lender may charge... Lender may require...
Lender shall not be required to pay...
The Funds are pledged as security for all debts...

If the Funds held by Lender... Lender shall promptly...
Lender shall promptly...
Lender shall promptly...

Upon payment in full of all debts... Lender shall promptly...
Lender shall promptly...

3. Application of Payments. Unless... Lender shall promptly...
Lender shall promptly...

4. Changes of Law. Borrower shall pay... Lender shall promptly...

Borrower shall promptly discharge any lien... Lender shall promptly...

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3. **Board or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, winds included within the term "extended coverage" and any other hazards, including theft or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods the 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 do so, the coverage described above, Lender may, at Lender's option, substitute 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 waive 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 impaired. If the restoration or repair is not economically feasible as Lender's security would be impaired, the insurance proceeds shall be applied to the extent covered by this Security Instrument, whether or not then due, with any amount 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 either (a) insurance proceeds Lender may use the proceeds to repair or restore the Property or to pay other costs created 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 change or postpone the due date of or 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 in 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 covered by this Security Instrument immediately prior to the acquisition.

4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lien Application; Lender's Lien.** Borrower shall occupy, and live, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to use 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 use caution, diligence or repair the Property after the Property is deteriorated, or unless otherwise on the Property. Borrower shall be in default if any tortious act or proceeding, whether civil or criminal, is begun that is Lender's good faith judgment would result in forfeiture of the Property or otherwise materially impairs the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15. In pending the action or proceeding to be discontinued with a ruling that, in Lender's good faith determination, particularly if the Borrower's interest in the Property or other material equipment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the lien application process, gave knowingly false or misleading information or statements to Lender (or failed to provide Lender with any material information) in connection with the lien application, including, but not limited to, representations concerning Borrower's occupancy of the Property or a person's residence. If this Security Instrument is on a loanhold, Borrower shall comply with all the provisions of the lease if Borrower occupies the 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.** Borrower shall not perform the obligations and agreements contained in this Security Instrument, or there is a legal proceeding involving the real property affecting Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or foreclosure) or the real property of the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property or Lender's agent may institute paying any costs incurred by a lien which has priority over this Security Instrument, or paying in court, paying attorney's fees and entering up the Property in public records. Although Lender may elect not to exercise this paragraph 7, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 7 shall constitute additional debt of Borrower incurred by this Security Instrument. Unless Borrower and Lender agree in other terms of payment, these amounts shall bear interest from the date of disbursement at the rate rate and shall be payable, with interest, upon notice from Lender to Borrower regarding 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, or 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 mortgage coverage lapsed or ceased to be in effect. Lender will accept, use and retain those payments as a loan amount in lieu of mortgage insurance. Lender agrees

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Date: 10/14/2014

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the contract and for the period that Lender requires) provided by an insurer approved by Lender agent becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loan reserve, and 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 of the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any parcel or claim for damage, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or the authorization 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 accrued by this Security Instrument, whether or not 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 accrued by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accrued by this Security Instrument shall be reduced by the amount of the proceeds stipulated by the following formula: (a) the total amount of the sums accrued 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 accrued 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 accrued by this Security Instrument whether or not the sums are due.

If the Property is abandoned by Borrower, or if other notice by Lender to Borrower that the condemnation offers to take an award or settle a claim for damage, 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, in its option, either to construction or repair of the Property or to the sums accrued by this Security Instrument, whether or not 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, Performance by Lender as a Waiver. Extension of the time for payment or modification of amortization of the sums accrued by this Security Instrument, granted by Lender to any borrower in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors or interest. Lender shall not be required to commence proceedings against any successor in interest or to proceed with the payment or otherwise modify amortization of the sums accrued by this Security Instrument by reason of the amount made by the original Borrower or Borrower's successors or interest. Any subordination by Lender in exercising its rights as security 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 void and of no effect. Any Borrower who co-signs this Security Instrument has done not execute this Note: (a) in signing this Security Instrument solely to mortgage, grant and convey the Property interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums accrued by this Security Instrument; and (c) agrees that Lender and any other Borrower are agreed to record, modify, substitute or make any amendments with regard to the terms of this Security Instrument or the Note or 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such amount reflected 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 delivery in person 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 treated to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law. Jurisdiction. 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 which can be construed 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 unrecorded copy of the Note and of this Security Instrument.

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24. Riders to this Security Instrument, shall be deemed to be incorporated and recorded together with this Security Instrument. The covenants and agreements of each such rider shall be deemed to be a part of and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

Which certificate is/are:

- Adjustable Rate Rider
- Guaranteed Payment Rider
- Interest Rider
- VA Rider

- Completion Rider
- Planned Unit Development Rider
- With Improvement Rider
- Default Specialty

- 1-4 Party Rider
- Monthly Payment Rider
- Special Name Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in the riders attached by reference and recorded with it.

[Signature]
ANGEL QUINONES

Witness _____

Witness _____

Witness _____

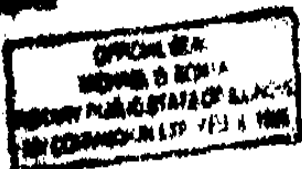
Witness _____

STATE OF ALABAMA COOK

I, the undersigned
being and able to testify freely and
MICHEL QUINONES, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose names subscribed to the foregoing instrument, appearing before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument on 11/6/92
and authorized me, for the use and purpose herein set forth
to execute my hand and official seal, this 24TH day of APRIL, 1992.

My Commission Expires:



Page 2 of 2

COOK 1992

52816720

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INDEX - LEGAL DESCRIPTION

THE EAST 21.00 FEET OF THE WEST 22.50 FEET (ENCUMBERED ON THE NORTH LINE THEREOF) OF A PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 92 BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 93, THENCE NORTH ON THE WEST LINE OF SAID LOT 93, 1 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 93, 74 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 93, 26.50 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 93, 41 FEET TO A POINT ON THE EAST LINE OF SAID LOT 93, 28.50 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT 93, 26.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ON THE SOUTH LINE OF LOT 93, 177 FEET TO THE PLACE OF BEGINNING, AND ALL OF LOT 93, THE EAST 11 FEET OF THE WEST 11 FEET OF THE WEST NORTHERLY 10 FEET OF A PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 93; THENCE NORTH ON THE WEST LINE OF SAID LOT 93, 1 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 93, 50 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 93, 26.10 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 93, 41 FEET TO A POINT ON THE EAST LINE OF SAID LOT 93, 26.50 FEET SOUTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ON THE EAST LINE OF SAID LOT 93, 177 FEET TO THE PLACE OF BEGINNING, AND ALL OF LOT 93 IN SECTION'S PROSPECT RIDGE, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 61 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS, ON JUNE 16, 1922, AS RECORD NUMBER 188819.

88-07-222-044

88-07-222

88-07-222

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I CERTIFY THAT THIS
IS A TRUE & CORRECT
OF DOCUMENT #

92483382

Care Mosley Braun T.M.

RECORDER OF DEEDS
COOK COUNTY, ILL.

UNOFFICIAL COPY

92816720

DEPT-01 RECORDING

1751111 TRAM 9780 11/03/92 12.18000

#405 # --92-816720

COOK COUNTY RECORDER

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CAROL MOSELEY BRAUN

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS

CERTIFIED COPY
OF A

TO

Document No. _____

Record Book No. _____

Page _____

118 NORTH CLARK STREET • CHICAGO, ILLINOIS 60602-1387 • (312) 443-5060

(FORM 78)

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