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COOK COUNTY RECORDER

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BOX 151

6266-2

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 8, 1992. The mortgagor is Jesse J. Orozco and Gloria Orozco, his wife ("Borrower"). This Security Instrument is given to PULASKI SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of State of Illinois, and whose address is 3154-56 South Morgan Street, Chicago, Illinois 60608 ("Lender"). Borrower owes Lender the principal sum of Fifty Six Thousand and no cents Dollars (U.S. \$ 56,000.00). 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 September 1, 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:

Lot 130 in Burr Ellyn, A Resubdivision in the South East Quarter of the North East Quarter of Section 14, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 19-14-219-010-0000

07825970

which has the address of 5727 S Spaulding, Chicago, Illinois 60629, ("Property Address"); [Street] [City]
Illinois [Zip Code]

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.

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

Product 44713

Farm 3014 S/N (page 1 of 6 pages)

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31

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5. **Hazard or Property Insurance.** Borrower shall keep the property now existing or hereafter created on the property measured against loss by fire, hazards included within the term "extinguished coverage" and any other hazards, for the periods that Lender requires, for which Lender renews insurance. This insurance shall be maintained in the amounts and including floods or flooding, to apply to the property measured against loss by fire, hazards included within the term "extinguished coverage" and any other hazards, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with Paragraph 7.

Borrower shall promptly discharge any lien which has priority over this security instrument, unless Borrower satisfies the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. **Priority of Payment.** Borrower may attach any funds held by Lender to the payment of the obligations in this security instrument, if Lender may give Borrower a notice identifying the lien which may attach the lien to this security instrument. If Lender determines that any part of the property is subject to a lien which prevents the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this security instrument, if Lender may give Borrower a notice identifying the lien which may attach the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (d) consents in good faith the Lender to the writing to the obligee action secured by the lien in a manner acceptable to Lender, unless Borrower agrees in writing to the payment of the amount of the obligation over this security instrument, unless Borrower: (a)

shall pay all taxes, assessments, charges, fines and impositions attributable to the payments.

7. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach to the property making up the debt, to any taxes, charges due under the Note.

Paragraphs 1 and 2 shall be applicable; first, to any prepayment due; and last, to any amounts payable under paragraph 2; third, to increase due; fourth, to principal due; and last, to any amounts charged due under the Note.

8. **Applicability of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this security instrument.

Upon payment in full of all sums secured by this security instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the property, prior to the acquisition of sale of the property, shall apply any funds held by Lender to the acquisition of sums or sale of the property to Lender, if Lender shall acquire or sell the property, Lender, prior to the acquisition of any funds held by Lender, shall apply any funds held by Lender to the acquisition of sums or sale of the property to Lender.

If the excess funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower no more than twelve monthly payments, at Lender's sole discretion.

Any time is not sufficient to pay the escrow items within due, Lender may so notify Borrower in writing, and, in such case for the excess funds in accordance with the real estate law, if the funds held by Lender for the deficiency in any item necessary to pay the escrow items within due, Lender shall pay the deficiency.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds held by Lender to pay a one-time charge for an independent real estate

account, or verifying the escrow items, unless Lender pays Borrower interest on the funds and applying the escrow to the escrow items, Lender may not charge Borrower for holding and applying the funds, annuallyлизing the funds to pay the escrow items, Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the funds to (including Lender, if Lender shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity

The funds shall be applied of escrow items of future escrow items of otherwise in accordance with applicable law, reasonable estimates of expenditures of future escrow items of otherwise in accordance with applicable law,

another law that applies to the funds sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an

Federal Settlement Practice Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless

amounts not to exceed the lesser amount, Lender may estimate the amount of funds due on the basis of current data and another law that applies to the funds sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an

escrow items, unless Lender may, at any time, collect and hold funds in an amount not to exceed the maximum

items are called "escrow items," Lender may, at any time, collect and hold funds in lieu of the payment of mortgage premiums. These

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, for

lender insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower

(a) yearly taxes and assessments which may affect this security instrument as a lien on the property premiums; (b) yearly leasehold premiums or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any;

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:

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest and Late Charges.** Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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 2, 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 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.

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This instrument was prepared by POLASKI SAVINGS AND LOAN ASSOC. 3156 S Morgan Street Chicago, IL 60608

A rectangular notary seal with a decorative border containing the following text:

OFFICIAL SEAL
KAREN J. ABENANTE
NOTARY PUBLIC, STATE OF CALIFORNIA
MY COMMISSION EXPIRES 8-5-96

Witness my hand and official seal this 8th day of September 1992

Karen J Abenante, a Notary Public in and for said County and State, do hereby certify that Jesse J Orozco and Gloria Orozco, his wife, before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that . . . they . . . executed said instrument for the purposes and uses herein set forth.

STATE OF Mississippi COUNTY OF Cook ss:

FBI - BOSTON

Bortzweier, Jesse J. Orozco
Social Security Number 323-52-6291
(Sec)
Bortzweier, Jesse J. Orozco
Social Security Number 323-52-6291
(Sec)
Bortzweier, Jesse J. Orozco
Social Security Number 356-52-9254
(Sec)

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.

- | | | | | | | | |
|--|--|---|--|---|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planmed Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Other(s) [Specify] _____ |
| <input type="checkbox"/> Second Home Rider | | | | | | | |

24. **Riders to this security instrument.** If one or more riders are attached by both owner and lessor/dedicated trustee and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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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. An 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

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Page 30

Instrument without charge; or Borrower, Borrower shall pay any reconditioning costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless as applicable law provides otherwise). The notice shall specify: (a) the date; (b) the 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, foreclose by judicial proceeding and sale of the property of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assess in the notice of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assess in the notice of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Interest in the property, but not limited to, reasonable attorney fees and costs of title evidence.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances under the Environmental Protection Agency's Resource Conservation and Recovery Act, or RCRA, or under state law.

(a) normal residential uses and to mitigate any emergency.

20. Hazardous Substances. Pollution 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 Preexisting use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropiate

18. Borrower's Right to Reinstatate. If Borrower meets certain condition, 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 enjoining this Security Instrument. Those conditions are that Borrower: (a) pays Lent under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays Lent under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lent under may reasonably require to assure that the rights in the instrument are not limited to, reasonable attorney fees, and (e) pays all expenses incurred in enforcing this Security Instrument; (f) cures any default of any other covenants or agreements; (g) pays all expenses incurred in accelerating this Security Instrument; and (h) complies with all applicable laws.

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.

secured by this Security Instrument. However, this option shall not be exercisable by Lender if exercise is prohibited by federal law without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums