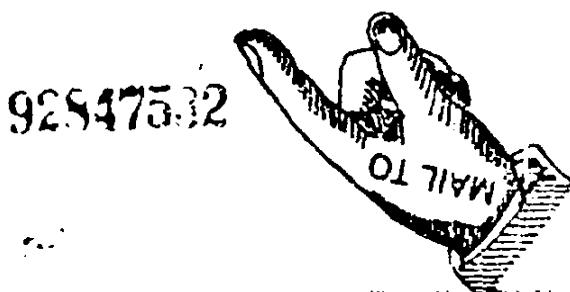


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CHEMICAL BANK N. A. C/O CRMC
177 EAST BUTTERFIELD RD., #175
LOMBARD, ILLINOIS 60148



DEPT-01 RECORDINGS \$31.50
T4888 TRAN 4289 11/13/92 11:45:00
#0145 # *-92-847532
COOK COUNTY RECORDER

(Space Above This Line For Recording Data.)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 21st 1992
The mortgagor is JESUS CONTRERAS AND MARGARET ANN CONTRERAS, HIS WIFE

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is
C/O CHEMICAL MORTGAGE COMPANY, P.O. BOX 78208, CHARLOTTE, NC 28272-0208

"Lender"). Borrower owes Lender the principal sum of **THIRTY EIGHT THOUSAND FOUR HUNDRED AND 88/100 Dollars (U.S.) 38488.00**. 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 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

County, Illinois

LOT 36 IN WILLIAM ZELOSKY'S SUBDIVISION OF BLOCKS 1 TO 4 INCLUSIVE IN RIDGELAND IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SEC 104 T 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PIN 13 07 410 005

which has the address of 5847 N RUTHERFORD
Stree

CHICAGO

Illinois 60656 Property Address

ILLINOIS Single Family - Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014-970 - page 1 of 4 pages

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377 EAST BOTTENFIELD RD., #175, LOMBARD, ILLINOIS 60148

CHEMICAL BANK N.Y.A.

The seal is rectangular with a double border. The outer border contains the words "THE COMMONWEALTH OF MASSACHUSETTS" at the top and "1780" at the bottom. The inner circle features a central shield depicting a Native American figure holding a bow and arrow, surrounded by a laurel wreath. Above the shield is a crest showing a bent arm holding a broadsword. A scroll below the shield bears the motto "Ense petit placidam sub libertate quietem".

My Commission expires:

Given under my hand and official seal this 21st

1058

1. THE UNDERSIGNED
do hereby certify that JESUS CONTRERAS, BY MARGARET A. CONTRERAS AS ATTORNEY IN FACT
AND MARGARET ANN CONTRERAS, HIS WIFE
. personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
signified free and voluntary acts for the uses and purposes herein set
forth and delivered the said instrument to THEIR

THE UNDERSTANDING

STATE OF ILLINOIS.

Digitized by srujanika@gmail.com

(1928) —————

SOCIAL SECURITY NUMBER

— 十六 —

ISSN 11

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in page(s) | through 6 of this
Security instrument and in any addendum(s) executed by Borrower and recorded with it.**

(Other(s) [Specify] _____)

<input type="checkbox"/> Adjustable Race Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Util Development Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Balloon Rider
--	--	---	--	---	---	---	--	--

2.1. **Kinders to this Security Instrument** In one or more names are executed by Borrower and recorded to register with this Security Instrument, the covenants and agreements of each such holder shall be incorporated into and shall bind and supplement the covenants and agreements of this Security Instrument as if the undersigned were a part of this Security Instrument.

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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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum of Funds for (a) yearly taxes and assessments which may attain priority over this 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, if any; (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, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act, a 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., (RESPA), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest 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 by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 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 sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payment referred by Lender under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith 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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 15 days of the giving of notice.

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

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21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant in this Agreement (but not prior to acceleration following Breach of any applicable law provided otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default will fail to cure the default under paragraph 17 unless acceleration is taken; (d) the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) 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, regardless of whether or not the notice has been given to Borrower.

22. Release: Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant in this Agreement (but not prior to acceleration following Breach of any applicable law provided otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default will fail to cure the default under paragraph 17 unless acceleration is taken; (d) the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) 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, regardless of whether or not the notice has been given to Borrower.

23. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

20. Hazards Substances. Borrower shall not cause or permit the precise use, disposal, storage, or release of any Hazards Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Storage of any Hazards Substances of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintainance of the Property.

applicable law may specify for instruments) 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 has paid Lender all sums which he due under this Security instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security instrument or any other covenants or agreements; (d) pays all expenses incurred in modifying this Security instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this instrument and the obligation secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this sum is secured by the loan of this Security instrument. Lenders' rights in the Property and Borrower's obligations to pay the same shall be limited to (i) reasonable attorney fees; and (ii) takes such action as Lender may reasonably require, including, but not limited to, reasonable attorney fees; and (iii) reasonable costs of collection.

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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: $\frac{\text{as the total amount of the sums secured immediately before the taking}}{\text{the fair market value of the Property immediately before the taking}}$. 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 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, shall be 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. It is not personally obligated to pay the sums secured by this Security Instrument, and it 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 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 no 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 those 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

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9. **Inspection:** Inspectors of the agency may make reasonable entries upon and inspections of all the property, documents, and

8. Motivate Leadership. If Leader motivates members in a condition of misery, it can be attributed to the following reasons:

- Secondly, the members will feel bad if the premiums received by them are not commensurate with the services rendered by them.
- Thirdly, the members will feel bad if the premium rates are not commensurate with the services rendered by them.

Any numerous difficulties by Lender under this paragraph 7 shall become additional cause of Borrower's account by this Section 13.

under this paragraph. [] Landlord does not have to do so.

7. Protection of Lender's Rights in the Property. It Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding against it Borrower, it Lender may sue in the name of the Lender and attorney to make preparations without notice to the Borrower to protect its interest in the property.

Leased Landlord and Borrower of attorney fee agree in writing; any stipulation or proceeds to Plaintiff shall not exceed \$

Linda's Landlord and Borrower often have separate interests in writing, insurance proceeds shall be applied to restoration of report or the restoration of repair if repair is economically feasible and landlord's security is not lessened. If it is not damaged, or the restoration of repair is economically feasible and landlord's security is not lessened, the restoration of repair is not applicable to the sums received by this Security Instrument, whether or not then due. The 30-day period will begin when the Property or to settle a claim then Landlord may collect the insurance proceeds. Landlord may use the proceeds to repair or restore the Property or to settle a claim then Landlord may collect the insurance proceeds. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Leader and shall include a standard no-cause clause. Leader shall have the right to hold the policies and renewals for up to one year after cancellation. Leader shall be responsible for all premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and pay all premiums and renewal notices. The insurance carrier providing the insurance shall provide to Leader full coverage as chosen by Borrower subject to Leader's option to protect Leader's rights in the Property in accordance with paragraph 2.