

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 31, 1992** . The mortgagor is

HECTOR ESPANA AND GLORIA ESPANA/HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

MORTGAGE CORRESPONDENTS OF ILLINOIS, INC.

which is organized and existing under the laws of **THE STATE OF ILLINOIS** , and whose

address is **345 GEORGETOWN SQUARE, WOOD DALE, IL 60191**

("Lender"). Borrower owes Lender the principal sum of

**SIXTY TWO THOUSAND AND 00/100 -**

Dollars (U.S.\$ 62,000.00)

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 **MARCH 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 93 IN WINSTON PARK UNIT NO. 2, BEING A SUBDIVISION OF PART OF SECTION 2  
AND 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1956 AS DOCUMENT 16,628,779  
IN COOK COUNTY, ILLINOIS.**

PTI# 15-02-341-012 VOL. 153

which has the address of **601 SHERMAN DRIVE,** **MELROSE PARK** Street/City  
**Illinois 60160** Zip Code ("Property Address")

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

 SMP-GRILL 0106

MORTGAGE FORMS - 1002000 - REVISED 1/27/90

Form 3014 9/90  
Amended 6/91

BOX 15

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16. Borrower's copy: borrower shall be given one copy of the note and of this Security Instrument.

Securitization shall be deemed to have been given to the warrant or letter of credit when so provided in this paragraph.

**14. Notices.** Any notice to Borrower provided for in this Security Lien Note shall be given in writing and/or by mailing

preparatory will charge under the Note.

13. **Joint Charges**, if the loan secured by this Security instrument is still held at 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) such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any such loan charge will be treated as if it had been paid without any payment to Borrower; however, if a refund is made this refund by reducing the principal owed under the Note or by making a direct payment to Borrower, the lender may choose to make this refund by reducing the principal owed under the Note.

make any accommodations with regard to the terms of this Security Instrument at the sole discretion of the Borrower's counsel.

(2) **Sureties and Assessors and Assumpsit Bonds** shall bind and benefit the successors and assigns of the under and foregoing, subject to the provisions of this Section.

successors in interest, any forfeiture by transfer in consideration of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Releasable Forfeiture Note A. Whatever Extension of the time for payment of nondifferentiation of the sums secured by this Security Instrument by reason of any demand made by the original borrower or

unless funds and resources are available in writing, any application of proceeds to principal shall not exceed one-half of the amount of such payables.

If the Properties is sold and used by the Borrower, or if, after notice by Lender to Borrower that the condominium 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 sum necessary to this Settlement instrument, whether or not then due.

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 the same are then due.

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 shall be reduced by the amount of the proceeds multiplied by the following fraction:

$$\frac{\text{Market Value of the Property immediately before the taking} - \text{Excess}}{\text{Market Value of the Property immediately before the taking}}$$

This Security instrument shall be readied by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, (b) the fair market value of the Property immediately before the taking.

This Security instrument shall be readied by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, (b) the fair market value of the Property immediately before the taking.

22. **Consequential damages.** The procedures to any award of claim for damage(s), direct or consequential, in connection with any

Borrower's notice is the time of or prior to an inspection specified in the leasehold or lease for the inspection.

Insurable ends in a woodland area with any written agreement between Borrower and Lender of applicable law, insurance coverage may be provided in accordance with the terms and conditions of the policy or policies issued by the Insurer.

Payments may no longer be required, at the option of Landlord, if mortgagor insures coverage (in the amount and for the period

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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 SECURETY 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 ("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 of 1974 as amended from time to time (12 U.S.C. Section 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 amount 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 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 payments received 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 3, 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 receipt evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower 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 proceeding, 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 10 days of the giving of notice.

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**8. Amortisable insurance** If under certain conditions it may be necessary to make up the security for this loan secured by this instrument, Mortower shall pay the premiums required to maintain the insurance in effect. If, for any reason, the insurance premium is not paid as and when due, Mortower shall pay the premium plus interest at the rate of 12% per annum.

Any amounts disbursed by Lender under this paragraph 2 shall bear the additional debt of Borrower secured by this Security Instrument unless otherwise agreed to in writing, upon notice from Lender to Borrower requesting

7. **Peculation of Leander's Rights in the Property.** If the owner fails to perform the obligations and agreements contained in this Seaway instrument, or there is a legal proceeding that may significantly affect Leander's rights in the property such as a proceeding in bankruptcy, probate, or condemnation or forfeiture of or entree laws or ergastolaws, then Leander may do and pay for whatever is necessary to protect the value of the property and Leander's rights in this property; Leander may do and include paying any sums secured by a lien which has priority over the Seaway instrument, depending in equity, paying reasonable attorney's fees and entitling on the property to make repairs. Although Leander may take action under this paragraph

6. **Deedings, Preservations, Maintenance and Protection of the Property; Borrower's Loan Application Lien**  
Borrower shall convey, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Deed of Assignment 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 Borrower shall vacate, abandon, or otherwise fail to protect the Property, Borrower shall be in default of any forbidding provision of the Property, whether it is held in common, joint tenancy or otherwise, and shall be liable for all damages resulting from such conduct.

Properties damaged, and the restoration of repair as soon as reasonably feasible and under a carefully selected contractor to help to minimize damage to insurance proceeds from the application of restoration to the property or to the

All insurable policies and renewals shall be subject to reclassification to reflect any such increase in insurance coverage, including paid premiums and renewals. If underwriting shall give prompt notice to the insurance carrier and underwriter may make good of loss if not made promptly by the insurer.

**5. Hazard or Property Insurance.** Insured shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extinguished coverage" and any other hazards, floods or flooding, tornadic winds, under currents insurance. This insurance shall be maintained in the amounts and for the periods of time specified in the policy. The insurance carrier providing the insurance shall be entitled to deduct from the premium the amount of premiums paid by the insured for the insurance provided by the insurance company named in the policy.

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**17. Transfer of the Property or a Beneficial Interest in Property.** If (a) any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. (The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.)

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

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Form 3014 9/90

NOTGAGE COMMISSIONERS OF ILLINOIS, INC.,  
345 GEORGETOWN SQUARE  
THIS INSTRUMENT WAS PREPARED BY:  
NOTARY PUBLIC #143-012345678  
CAROLYN MILLER, NOTARY PUBLIC  
THIS INSTRUMENT WAS PREPARED BY:  
NOTARY PUBLIC #143-012345678  
CAROLYN MILLER, NOTARY PUBLIC  
MY COMMISSION EXPIRES  
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 31st DAY OF DECEMBER, 1999.  
SIGNED AND DELIVERED THE SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES HEREIN SET FORTH.  
SUBS: INHIBITED TO THE FOREGOING INSTRUMENT, APPENDED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THE PERSON(S) WHOMSE NAME(S)  
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)

STATE OF ILLINOIS, *Carolyn Miller* (Signature) *Notary Public* (Title) *County of DuPage* (County)

BORROWER: *Hectic Spain* (Name) *Carolyn Miller* (Signature) *Notary Public* (Title) *County of DuPage* (County) *CLORIA ESPANA* (Seal)

BORROWER: *Hectic Spain* (Name) *Carolyn Miller* (Signature) *Notary Public* (Title) *County of DuPage* (County) *CLORIA ESPANA* (Seal)

WITNESSES: *Hectic Spain* (Name) *Carolyn Miller* (Signature) *Notary Public* (Title) *County of DuPage* (County) *CLORIA ESPANA* (Seal)

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       Biweekly Payment Rider       Graduated Payment Rider       Planned Unit Development Rider       Rate Improvement Rider       Second Home Rider       Other(s) [Specify]

V.A. Rider       Balloon Rider       Rate Improvement Rider       Other(s) [Specify]

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