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MORTGAGE

LOAN #9880104

THIS MORTGAGE ("Security Instrument") is given on JUNE 29, 1993 The mortgagor is MODESTO PEREZ AND FELICITAS PEREZ, HUSBAND AND WIFE

FIRSTAR HOME MORTGAGE CORPORATION

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

which is organized and existing under the laws of

THE STATE OF WISCONSIN

, and whose address is

809 S. 60TH STREET, WEST ALLIS, WI 53201

("Lender"). Borrower owes Lender the principal sum of NINETY-FOUR THOUSAND, NINE HUNDRED DOLLARS AND NO/100TH

Jollars (U.S. \$ 94,900.00). This debt is evidenced by Borrower's note dated the same date as this Security astrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on F JULY 1, 2023 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension; 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 the Borrower's covenants and agreements under this Security Instrumers and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

TAX ID #24-10-120-005

LOT 36 IN HOLLYWOOD GARDENS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AND THE WORTH 1/2 OF THE NORTH 1/2 of the SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/6 OF SECTION 10, township 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS NOT A PURCHASE MONEY MORTGAGE

\$29.50 TRAN 1107 06/30/93 11:02:00

COOK COUNTY RECORDER

which has the address of

4729 W. 98TH STREET Street

OAK LAWN

60453

("Property Address");

Illinois

ITEM 1476 199125

[Zip Code]

ILLINOIS Single Family - Family MucFreddle Mac UNIFORM INSTRUMENT

DATE PROPERTY

Property of Cook County Clerk's Office

periods that 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 maintain coverage described above, Lender may, at Lender's option, obtain 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 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 Lende, 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 21 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 occury, 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 oth rwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a delault and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Length's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the hen created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, furing 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 legachold, 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 a is 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 Bor ower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts 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.

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

Single bondy - Finance Michelle Mich Albert STROBALLS REVIEW | Landon Coverints 990 (page 1 of 6 pages)

enhancement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as 18. Barrower's Right to Reinstate. It borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice of demand on Borrower.

Security Instrument. If Homower fails to pay these sums prior to the expendion of this period, Lender may invoke any not less than 30 days from the date the nonce is delivered or mailed within which Borrower must pay all sums secured by this If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

नुष्ट वृत्राह छ। क्रास्ट २८८४मारे प्रायमाप्रदात to security Instrument. However, this option shall not be evereised by Lender it exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums seemed by triorist tangered (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural persont

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in 16. Borrower's Copy. Borrower shall be given one conformed copy of the Bote and of this Security Instrument.

declared to be severable. be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Mole which can jurisdiction in which the Property is located. In the event that any provision of chaise of this Security in framem or the Note

15. Governing Law; Severability. This Security Instrument shall be governing Law; federal and the law of the bassinabp

in this Security Instrument shall be deemed to have been green to Homower or Lender when given as provided in this Address or any other address Borrower designates by notice to Lender designates by notice to Lorders. Any notice provided for mail to Lender's address stated herein or any other address Lender designates by notice to Lorders. Any notice provided for Property it grades shall be directed to the Property and the Charles and the directed to the Property Any motive to Borrower provided for in this Security lists on shall be given by delivering it or by

prepayment charge under the Note.

direct payment to Borrower. If a retund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing perhe principal owed under the Note or by making a the charge to the permitted funit, and (b) any sums already collected from Homore which exceeded permitted finite #ill be with the loan exceed the permitted finites, then: (a) any such loans, age shall be reduced by the annount necessary to reduce charges, and that ha finally interpreted so that the interest of other charges collected or to be collected in connection 13. Loan Charges. If the loan secured by this Security Instrument is subject to a low which sets maximum loan

or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's secured by this Security Instrument; and (c) agrees that hynder and any other Borrower may agree to extend, modify, forbear Borrower's interest in the Property under the term of this Security Instrument. (b) is not personally obligated to pay the sums Instrument but does not execute the Sole: (a) is so signing this Security Instrument only to mortgage, grant and convey that paragraph 33. Borrower's covenants and seconomy shall be jour and several. Any horrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

21. Successors and Assigns Bound Joint and Several Liability; Co-signers. The covenants and agreements of this

Bomer of or preclude the exercise of the right of remedy.

Borrower or Borrower's successor in interest. Any forbearance by Lender in evercising any right or remedy shall not be a otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original shall not be required to commence proceedings against any successor in interest or retuse to extend time for payment or of Borrower shall not ope are to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of ame, a arion of the sums secured by this Security Instrument granted by Lender to any successor in interest

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postgone the day days of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Order and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums socured & this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums Property inmediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following secured by this Security Instrument intimediately before the taking, unless Borrower and Lender otherwise agree in writing. which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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, I ender'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 one 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 remembers 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: gazoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials coataining 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 in Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but 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 proc eding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration wat, the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower (a) 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 incurved 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 recordation costs.

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

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Adjustable Rate Rider	Condominium Rider	t-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) (specify)		
	ecepts and agrees to the terms and covenants	contained in this Security Instrumer
and in any rider(s) executed by Borrower a	and recorded with it.	
Witnesses:	Modesta	Law.
•	MODESTO PEREZ	(Scal
O	Social Security Numb	
	1 Titulat	(Seal
	FELICITAS PEREZ Social Security Numb	
	7	
STATE OF ILLINOIS, I, do hereby certify that MODESTO PERE	County 85:	
1. The wide	which a Notary I	Public in and for said county and state
do hereby certify that MODESTO PERE	Z AND FELICITAS PEREZ, HUSBAND	AND WIFE
, pers	conally known to me to be the same purson(s)	whose name(s) ARE
subscribed to the foregoing instrument, app	peared before me this day in person, and ackn	owledged that THEY signed
and delivered the said instrument as THE I	R free and voluntary ac	I, for (h) uses and purposes therein set
		O _E
forth.		
Given under my hand and official sea	l, this 29TH day of JUNE, I	993
Given under my hand and official seasony My Commission expires:	1, this 29TH day of JUNE, 1	993
Given under my hand and official sea	1, this 29TH day of JUNE, 1	993
Given under my hand and official sea	<u> Mille</u>	Notary Public
Given under my hand and official sea	"OFFICIAL SEAL" Diane Greene Notary Public, State of Illinois	Ja .

Rolum to: Fins fan Home Mortgage Corporation 89 Indiamond Benk vard Park Forest, IL 60 % 5 5577

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