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00-10-0004

(City)

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DEPT-01 RECORDED
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63029 M-13-CR5397-A
COOK COUNTY RECORDER

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MORTGAGE

January 5,

THIS MORTGAGE ("Security Instrument") is given on January 5, 1993. The mortgagor is Sergio and Catarina "Campuzano," married ("Borrower"). This Security Instrument is given to Neighborhood Lending Services, which is organized and existing under the laws of Illinois, and whose address is 747 N. May, Chicago, IL 60622 ("Lender"). Borrower owes Lender the principal sum of eighteen thousand three hundred fifty four and 60/100 Dollars (U.S. \$ 18,354.60). 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 May 17, 2003. 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:

THE EAST 10 INCHES OF LOT 29 AND LOTS 30 AND 31 IN BLOCK 14 IN WALSH AND MC MULLEN'S SUBDIVISION OF THE SOUTH EAST 1/4 (EXCEPT THE NORTH 1/4 THEREOF) IN SECTION 20, TOWNSHIP 39-NORTH, RANGE 14-EAST OF THE THIRD PRINCIPAL MERIDIAN

PERMANENT TAX NUMBER: 17-20-425-010

RECORDED

which has the address of 906 W. 18th Place, Chicago, IL 60608
(Street) (City)
Illinois ("Property Address");
(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 seised 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

Printout 44710

Form 3014-W90 (page 1 of 6 pages)

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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, 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, Reservation, 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, those 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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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 accrued by this lien in a manner acceptable to Lender; (b) consents in good faith to the assignment of the obligation accrued by this lien to a third party acceptable to Lender; or (c) defend a suit brought by the owner of the obligation accrued by this lien in a manner acceptable to Lender.

4. **Chargers; Items.** Borrower shall pay all taxes, assessments, charges, dues and impositions attachable to the property which may accrue prior to the Securitization, and thereafter shall pay all taxes, assessments, charges, dues and impositions attachable to the property which may accrue after the Securitization, if any. Borrower

3. Application of Punishments. Utilities applicable law provides extra incitement to payoffs by lead under paragraphs 1 and 2 shall be applied; first, to any individual charged under the Act, will payoffs received by lead under paragraph 2, third, to individuals providing for any individual charged under the Act.

Upon payment in full of all sums secured by this Security Agreement, Lender shall promptly refund to Borrower any Funds held by Lender, if, under Paragraph 2, Lender actually acquires or sells the Property, prior to the liquidation of title of the Property, shall apply any Funds held by Lender in the form of liquidation or sale as a credit against the amount secured by this Security Agreement.

If the funds held by Leander exceed the amount of a payment to be held by Leander for applicable law, Leander shall account to Leorower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Leander exceeds the amount held by Leander to pay to Leander the amount necessary to make up the deficiency, Leorower shall make up the deficiency by Leander shall pay to Leander the amount necessary to make up the deficiency. Leorower shall make up the deficiency by Leander shall pay to Leander the amount necessary to make up the deficiency.

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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. 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: (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 notices 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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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument without charge to, recordable by its Securitization instrument, Lender shall record this Security
Instrument with the date specified in the note, Lender shall collect all expenses incurred in pursuing the remedies provided in
this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title insurance.
by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in
all sums accrued by this Security Instrument without further demand and may require immediate payment in full
is not cured or before the date specified in the note, Lender at his option may require immediate payment in full
ceiling the non-excessive of a default or any other defense of Borrower to accelerate the note, if the default
shall further impair Borrower of the right to refuse acceleration and the right to accept in the foreclosure pro-
of the sums accrued by this Security Instrument notwithstanding any date of this property. The notice
be cured; and (d) that failure to cure the default on or before the date specified in the note
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, in which the default under
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration pursuant to
21. Acceleration: Lender shall give notice to Borrower prior to acceleration following Borrower's
NON-UNIFORM COVENANTS. Borrower and Lender further covenant thus agree as follows:

that relate to health, safety or environmental protection.
used in this paragraph 20, "Environmental Law," means Federal laws and laws of the jurisdiction where the Property is located
peculiarities and characteristics, volatile substances, materials containing asbestos or formaldehyde, and radioactive materials. As
by Environmental Law and the following substances: asbestos, hazardous wastes or toxic pollutants, toxic
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances
Borrower shall promptly take all necessary remedial actions to eliminate any violation of the Environmental Law.
regulatory authority, that may removal of other remediation of the Hazardous Substances affecting the Property is necessary,
Environmental Law of which Borrower has initial knowledge; (c) Borrower learns, or is notified by any government of
any government of regularly agency or private party involving the Property and any Hazardous Substance or
Borrower shall promptly give Lender written notice of any violation, claim, demand, warning or other notice by
to normal residential uses and to maintenance of the Property.

use, or misuse on the Property of small quantities of Hazardous Substances that are generally recognized to be inappropriate
of any violation of any Environmental Law, the proceeds from which are applied to the protection
the Property that is in violation of any Environmental Law, Borrower shall not do, nor allow anyone else to do, anything affecting
any Hazardous Substances or in the Property, Borrower shall not cause or permit the presence, use, disposal, storage, or release
20. Hazardous Substances. Borrower shall obtain insurance of the Note (including acceleration, if applicable, or release
The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new loan servicer and the address to which payments should be made.
Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law.
also may be one of more changes of the loan Servicer unrelated to a sale of the Note. If there is a change of the loan
known as the "loan servicer," that collects monthly payments due under the Note and this Security Interest, there
lender may be and a one or more times without prior notice to Borrower. A sale may result in the only
mortgagee of the Note or a partial interest in the Note (including acceleration, if applicable, or release
right to receive the full note apply in the case of acceleration under paragraph 17.

servicer and the obligations secured hereby shall remain fully effective as it is no acceleration had occurred. However, if
the sums secured by this Security Instrument shall continue unchanged. Upon remittance by Borrower, this Security
require to assure that the loan of this Security Instrument, Lender, a right to in the Property and Borrower's obligation to pay
mortgage, including, but not limited to, reasonable attorney fees); and (d) makes actual collection on a ladder way reasonably
occurred; (b) causes any default of any other covariance or agreement; (c) pays all expenses incurred in enforcing this Security
(a) pays Lender all sums which then would be due under this Security Interest and the Note as if no acceleration had
Security Interest, except as set forth below. Before any power of sale contained in this
an application of this Security Interest for redemption, before any time of the property pursuant to any power of sale contained in this
18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have
any remedies permitted by this Security Instrument without notice or demand on Borrower.
by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a specific
law is of the date of this Security Instrument.

accrued by this Security Instrument, Lender may, at its option, require immediate payment in full of all sums
borrower without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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1-4 FAMILY RIDER Assignment of Rents

00-10-0004 (cm)

THIS 1-4 FAMILY RIDER is made this 5th day of January, 19⁹³, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Neighborhood Housing Services (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

906 W. 18th Place, Chicago, IL 60608

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,awnings, storm windows, storm doors, screens, blinds, shades, curtain and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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