

# UNOFFICIAL COPY

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This instrument was prepared by:  
MARGARETTEN & COMPANY INC  
15441 94TH AVENUE ORLAND PARK, IL

MORTGAGE

62207020

THIS MORTGAGE ("Security Instrument") is given on December 28th, 2012.  
The mortgagor is ALFONSO VELAZQUEZ,  
MARIA VELAZQUEZ, HIS WIFE

("Borrower").

This Security Instrument is given to

MARGARETTEN & COMPANY, INC.  
under the laws of the State of New Jersey, and whose address is  
One Ronson Road, Teaneck, New Jersey 07606  
Borrower owes Lender the principal sum of

Forty-Seven Thousand, and 00/100 Dollars  
(U.S. \$ 47,000.00). 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 January 1st, 2023. 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:

LOTS 5 AND 6 IN BLOCK 3 IN PHARE AND SACKETT'S SUBDIVISION IN  
THE NORTH 12 ACRES OF THE SOUTH 32 ACRES OF THE SOUTH 60 ACRES  
OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

PERMANENT TAX NO. 19-01-213-093 19-01-213-094

19-01-213-094 REC'D BY COOK COUNTY RECORDER 02/01/93 14:28:06  
19-01-213-094 REC'D BY COOK COUNTY RECORDER 02/01/93 14:28:06  
19-01-213-094 REC'D BY COOK COUNTY RECORDER 02/01/93 14:28:06  
19-01-213-094 REC'D BY COOK COUNTY RECORDER 02/01/93 14:28:06

which has the address of

4134 S CAMPBELL AVE CHICAGO, IL 60632

("Property Address");

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.

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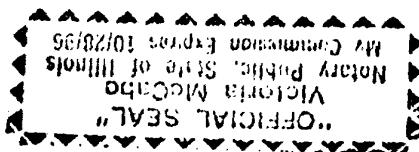
Form 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/EHMG UNIFORM INSTRUMENT  
MAR-1705 Page 3 of 3 (Rev. 3/91)

RECORDED MAR-12-1992 10:45 AM 7-17-91

Notary Public

*Robert J. McCullough*



My Commission expires:

Given under my hand and official seal, this 28th day of December 1992

before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same persons(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared free and voluntarily act, for the uses and purposes herein set forth.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that  
ALFONSO VELAZQUEZ, HIS WIFE  
MARTA VELAZQUEZ, HIS WIFE

STATE OF ILLINOIS, COOK

93673-1

-BORROWER

-BORROWER

MARTA VELAZQUEZ, HIS WIFE-BORROWER

ALFONSO VELAZQUEZ-BORROWER

and in any rider(s) executed by Borrower and recorded with it,  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

The following riders are attached:  
NO RIDERS ATTACHED

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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**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 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. These conditions are that Borrower: (a) pays Lender all sums which they 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 Service.** 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, or 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 (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 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 recordation costs.

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

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Nursery Home Act 1979 (Act 59 of 1979)

MARCH 2023 PAGE 3 OF 5 (Rm. 5/91)

Form 301A/6/90

THILOK SINGH RAMA/RNMA/FHMC INSTRUMENT

6. Deeds, Power of Attorney, Deed of the Property; Borrower's Agent Application: Leasehold,

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within six 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 from the date of the instrument until the acquisition of the Property by Lessee.

Interest in instrument immediately prior to the acquisition of the instrument.

Interest in instrument to the Property prior to the acquisition shall pass to Lessee to the extent of the sum secured by this Security instrument from the time it is acquired by Lessee, Borrower's right to any insurance policies and reapplication of the same amount of the previous payments, if under the terms of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the previous payments, unless the Lessee agrees to pay back the sum secured by this Security instrument, where the original note period will begin when the notice is given.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or a claim, then Lender may collect the sum secured by this Security instrument, whether or not such a fee is payable, the Lender may receive the proceeds to principal to replace or reduce the amount of the previous payment, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle abiding the Property, or does not accept the security instrument, whether or not such a fee is payable, if Borrower to the sum secured by this Security instrument, feasible or Lender's security would be vacated, the insurance proceeds shall be applied to the preparation of repair is not economically feasible and Lender's security is not vacated, if the preparation of repair damaged, if the restoration or repair is economically feasible and Lender's security is not vacated, if the preparation of repair is not made Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property and Lender may make proof of loss if not made Borrower.

Lender may make proof of loss if not made Borrower of paid premiums and renewals shall be received by Lender and Lender have the right to hold the policies and renewals in the event of loss, Borrower shall give prompt notice to the ns, notice carried and all insurance policies and renewals shall be accepted by Lender and Lender shall include a standard war guarantee clause, Lender is liable to receive a portion, obtain coverage to protect Lender's rights in the Property in accordance with Paragraphs 1, 2, and 3, Lender may, at Lender's option, obtain coverage to insureability withheld, if Borrower fails to maintain coverage described above, and Lender's rights to hold the policies and renewals shall be transferred to another insurance company by Borrower, subject to Lender's approval that Lender requires, The insurance carrier providing the insurance shall be chosen by Borrower, if Lender is unable to hold the policies and renewals for reasons including, for which Lender receives hazards included within the term, extended coverage, and any other hazards, including property insured against loss by fire, hazards included within the term, extended coverage, and any other hazards, including

5. Standard of Property Insurance. Borrower shall pay all taxes, assessments, charges, fines and import duties now existing or hereafter created on the interest held by Lender in the instrument of title or mortgage or novocet, one or more of the actions set forth above within 10 days of the filing of novocet, over this Security instrument, Lender may give Borrower a notice identifying the lessee, Borrower shall satisfy the lessee or take direct action against Lender, or (c) secures from the holder of the lease an agreement to Lender a sublease to a lessor which may attain priority over this Security instrument, and Lender shall pay them on time the amount of the rent received by Lender by the lessee, or (d) secures from the holder of the lease an agreement to prevent the enforcement of the instrument of title or novocet, or (e) secures from the holder of the lease an agreement to prevent the lessee by, or demands against enforcement of the lease in, legal proceedings filed in that manner, Borrower shall pay the amount of the rent received by Lender to the lessee, or (f) secures from the holder of the lease an agreement to prevent the lessee by, or demands against enforcement of the instrument of title or novocet, or (g) concretes in road rather than writing to the party concerned of the obligation secured by the lessee in a manner acceptable to Lender to any late charges due under the Note.

6. Charge; Lien. Borrower shall pay all taxes, assessments, charges, fines and import duties now existing or hereafter created on the interest held by Lender in the instrument of title or mortgage or novocet, or more of the actions set forth above within 10 days of the filing of novocet, over this Security instrument, Lender may give Borrower a notice identifying the lessee, Borrower shall satisfy the lessee or take direct action against Lender, or (c) secures from the holder of the lease an agreement to Lender a sublease to a lessor which may attain priority over this Security instrument, and Lender shall pay them on time the amount of the rent received by Lender by the lessee, or (d) secures from the holder of the lease an agreement to prevent the enforcement of the instrument of title or novocet, or (e) secures from the holder of the lease an agreement to prevent the lessee by, or demands against enforcement of the lease in, legal proceedings filed in that manner, Borrower shall pay the amount of the rent received by Lender to the lessee, or (f) secures from the holder of the lease an agreement to prevent the lessee by, or demands against enforcement of the instrument of title or novocet, or (g) concretes in road rather than writing to the party concerned of the obligation secured by the lessee in a manner acceptable to Lender to any late charges due under the Note.

7. Assignment of Payment. Unless capable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applicable to the instrument of title or mortgage or novocet, unless otherwise provided by law, to any preparation of title or mortgage or novocet, according to the instrument of title or mortgage or novocet by Lender, Borrower shall pay all taxes, assessments, charges, fines and import duties now existing or hereafter created by this Security instrument, at Lender's sole discretion.

8. Application of Payments. Upon payment in full of all taxes, assessments, charges, fines and import duties now existing or hereafter created by this Security instrument, Lender shall make up the difference between the amounts paid by Lender and the amounts paid by Borrower, if Lender held by Lender, a balance due Lender or Borrower, if Lender held by Borrower, shall pay all taxes, assessments, charges, fines and import duties now existing or hereafter created by this Security instrument, at Lender's sole discretion.

Upon payment in full of all taxes, assessments, charges, fines and import duties now existing or hereafter created by this Security instrument, Lender shall make up the difference between the amounts paid by Lender and the amounts paid by Borrower, if Lender held by Borrower, shall pay all taxes, assessments, charges, fines and import duties now existing or hereafter created by this Security instrument, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the difference between the amounts paid by Lender and the amounts paid by Borrower, if Lender held by Lender, in such case any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case for the excess funds held by Lender except the amount permitted to be held by Borrower in accordance with the instrument of title or mortgage or novocet, Lender shall account to Borrower any excess funds held by Lender.

If the excess funds held by Lender exceed the amount permitted to be held by Borrower in accordance with the instrument of title or mortgage or novocet, Lender shall account to Borrower any excess funds held by Lender.

The Funds shall be held by Lender in an institution whose deposits are insured by a federal agency, namely the Federal Home Loan Bank, Lender shall account to Borrower any excess funds held by Lender.

(including Lender, if Lender is such an institution whose deposits are insured by a federal agency, namely the Federal Home Loan Bank, Lender shall account to Borrower any excess funds held by Lender.

The Funds shall be held in an institution whose deposits are insured by a federal agency, namely the Federal Home Loan Bank, Lender shall account to Borrower any excess funds held by Lender.

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) nearly daily assessments or round rents on the Property or property owned by Lender, (b) nearly daily payments on the instrument of title or mortgage or novocet, if any; (c) nearly monthly insurance premiums, if any; and (d) nearly daily food insurance premiums, if any; (e) nearly monthly insurance premiums, if any; and (f) nearly daily water bills.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for: (a) nearly daily assessments which may attract principal directly over this Security instrument as a lien on the Property, unless Lender holds the instrument of title or mortgage or novocet, and (b) nearly daily payments on the instrument of title or mortgage or novocet, if any; and (c) nearly daily insurance premiums, if any.

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after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**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.

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Property of Cook County Clerk's Office

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