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COUNTY CLERK
COOK COUNTY, ILL.
SEP 24 1987

Please Attach This Lien For Recording

MORTGAGE

004000

00010000

THIS MORTGAGE ("Security Instrument") is given by **ALFONSO ROSALES AND LINDA ROSALES** **MARRIAGE AND HUSB** **ROBERT E. 1986**

("Borrower"). This Security Instrument is given to **PRINCIPAL MUTUAL LIFE INSURANCE COMPANY**

which is organized and existing under the laws of **THE STATE OF ILLINOIS** and which
address is **711 HIGH STREET, OLD MICHIGAN, ILLINOIS 60008**
("Lender"). Borrower hereby borrows the principal sum of
SEVENTY THOUSAND FIVE HUNDRED AND 00/100

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 **SEPTEMBER 31, 1987**
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all payments,
extensions and modifications of the Note; (b) the payment of all other debts, with interest, advanced under paragraph (a) to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the
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 009 IN J. E. HERRISON AND COMPANY'S HOMETOWN UNIT NO. 1, A
SUBDIVISION OF PART OF THE NORTH 324 FEET OF THE EAST 1/2 OF THE
EIGHTH 3/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 10, EAST OF
THE GREEN PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
REGISTERED AS DOCUMENT NUMBER 327184, IN COOK COUNTY, ILLINOIS.**

P.L.O. 20-03-122-030

THIS INSTRUMENT IS FILED AT **6400 WEST 57TH PLACE, HOMETOWN** (Block 100)
City Code **00400** ("Property Address")

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL STREET, CHICAGO, ILLINOIS 60602

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All Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents of each such rider shall be incorporated into and shall amend and supplement the terms and conditions of this Security Instrument as if the riders were a part of this Security Instrument.

- 1-1 Family Rider
- 1-2 Family Rider
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- 1-100 Family Rider

IN WITNESS WHEREOF, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and any riders thereto, executed by Borrower and recorded with it.

Witness:

[Handwritten Signature]

Alfonso Morales (S) ALFONSO MORALES (S) 331-55-0620

Linda Morales (S) LINDA MORALES (S) 331-61-2482

(S) (S) (S) (S)

STATE OF ILLINOIS, COOK COUNTY in and for said county and state do hereby certify that ALFONSO MORALES AND LINDA MORALES, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that they executed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth.

1991 of 1991

Prepared by: LEEFER G. GALLAGHER ASSOCIATE COUNSEL PRINCIPAL MUTUAL LIFE INSURANCE COMPANY 715 HIGH STREET, DES MOINES, IOWA 50302

NOTARIAL SEAL: JANEY SHERRILL Notary Public, State of Illinois My Commission Expires 1/2002

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TOGETHER WITH all the rights, interests and benefits in 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."

WARRANTY COVENANTS The Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, lease and convey the Property and that the Property is not encumbered, except for encumbrances of record, by any person and will defend and hold the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT constitutes a valid and enforceable security instrument covering real property.

FINANCIAL 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 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) property taxes and assessments which may affect the Property as a lien on the Property, the property tax-related payments or ground rents, (b) the Property tax, (c) yearly interest 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 3, in lieu of the payment of mortgage insurance premiums. These sums 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 Borrowers Protection Act of 1974 as amended from time to time, 12 U.S.C. Sec. 1801 et seq. ("RESPA"), unless waived by law that applies to the Funds and a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lower amount. Lender may disburse 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 which 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 charging the maximum amount of verifying the Escrow Items, unless Lender pays Borrower interest on the Funds or, if applicable law permits, Lender to apply such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow period and other an reporting services used by Lender, in connection with this loan, unless applicable law provides otherwise. Lender's agreement to apply the applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or money 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 purposes for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall, at Borrower's request, for the excess Funds as accessories with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Escrow Items when due, Lender may, without Borrower's writing, and at such time that the same shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency to Lender by its regular monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender, if under paragraph 2. Lender shall release or sell the Property. Lender, prior to the redemption or sale of the Property, shall apply any Funds held by Lender at the time of redemption or sale in 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 paragraph 1 and 2 shall be applied, first, to any prepayment charges due under the Note, second, to interest payable under paragraph 1, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. **Taxes, Fees, Borrower shall pay** all taxes, assessments, charges, fees and impositions attributable to the Property which may affect the Property, over this Security Instrument and beneficial payments or ground rents, if any. Borrower shall pay these obligations to the manner provided to 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 non-compliance to be paid under this paragraph if Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts or other proof of payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower has agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. In contrast to such lien the lien by or in defense against enforcement of the lien in legal proceedings which is the Lender's regular practice to protect the enforcement of the lien, or (c) arises from the holder of the lien or agreement constituting a lien subordinate to the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take such action as the notice set forth above within 90 days of the giving of notice.

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17. Acceleration of the Property. (a) If the Borrower is in default under any part of the Property security instrument in its entirety or if the Borrower is in default under any part of the Property security instrument (including this Security Instrument) without having paid in full all sums secured by this Security Instrument, the acceleration of the Property security instrument and by Letter of Exercise is prohibited by Federal law as of the date of the acceleration.

(b) If the Borrower is in default under any part of the Property security instrument, the notice shall provide a period of not less than 30 days (or such other period within which the Borrower must pay all sums secured by this Security Instrument) for the Borrower to cure the default. During this period, Lender may invoke any remedies available to it under the Property security instrument.

18. Borrower's Right to Reinstate. If the Borrower is in default under any part of the Property security instrument, the Borrower shall have the right to have the Property security instrument reinstated by paying to the holder of the Note (or such other person as the holder may designate) the sums secured by the Property instrument to the power of sale contained in this Security Instrument. These conditions are that the Borrower: (a) pays to the holder of the Note the sums secured by the Property instrument as if no acceleration had occurred; (b) pays to the holder of the Note all expenses incurred in enforcing this Security Instrument, including reasonable attorneys' fees; and (c) pays to the holder of the Note all taxes such as those as Lender may reasonably require to secure the Property instrument. If the Borrower complies with these conditions, this Security Instrument and the Property security instrument shall be reinstated as if no acceleration had occurred. However, this right to reinstate shall not apply to any sums due to the holder of the Note.

19. Notice of Note. Changes of legal name of the Note or a partial interest in the Note (together with this Security Instrument) shall be made without notice to the Borrower. A sale may result in a change in the entity through which the Note is held. The parties to the Note and this Security Instrument. There also may be one or more assignments of the Note. If there is a change of the legal name, the Borrower will be notified by the holder of the Note. The notice will state the name and address of the holder of the Note and the name and address of the Borrower. The notice will also contain any other information that the holder of the Note deems appropriate.

20. Hazardous Substances. The Borrower shall not, and shall not permit, the Borrower, use, disposal, storage, or release of any hazardous substance, as defined in applicable law, on the Property, or allow anyone else to do anything affecting the Property, that would result in the release of a hazardous substance. The restrictions in this paragraph shall not apply to the presence, use, or disposal of hazardous substances that are generally recognized to be appropriate to normal operations of the Property.

21. Environmental Claims. The Borrower shall not, and shall not permit, the Borrower, use, disposal, storage, or release of any hazardous substance, as defined in applicable law, on the Property, or allow anyone else to do anything affecting the Property, that would result in the release of a hazardous substance. The restrictions in this paragraph shall not apply to the presence, use, or disposal of hazardous substances that are generally recognized to be appropriate to normal operations of the Property.

22. Hazardous Substances. The Borrower shall not, and shall not permit, the Borrower, use, disposal, storage, or release of any hazardous substance, as defined in applicable law, on the Property, or allow anyone else to do anything affecting the Property, that would result in the release of a hazardous substance. The restrictions in this paragraph shall not apply to the presence, use, or disposal of hazardous substances that are generally recognized to be appropriate to normal operations of the Property.

23. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of 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) the date by which the default must be cured; and (d) the date by which the default must be cured or the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, by judicial proceeding and sale of the Property. The notice shall further advise Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the defenses of a debtor 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, including but not limited to reasonable attorneys' fees and costs of this evidence.

24. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of 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) the date by which the default must be cured; and (d) the date by which the default must be cured or the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, by judicial proceeding and sale of the Property. The notice shall further advise Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the defenses of a debtor 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, including but not limited to reasonable attorneys' fees and costs of this evidence.

25. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of 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) the date by which the default must be cured; and (d) the date by which the default must be cured or the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, by judicial proceeding and sale of the Property. The notice shall further advise Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the defenses of a debtor 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, including but not limited to reasonable attorneys' fees and costs of this evidence.

26. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of 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) the date by which the default must be cured; and (d) the date by which the default must be cured or the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. Lender may, by judicial proceeding and sale of the Property. The notice shall further advise Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the defenses of a debtor 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, including but not limited to reasonable attorneys' fees and costs of this evidence.

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page no longer be required at the option of Lender. If mortgage insurance coverage for the amount and for the period that Lender requires provided by an insurer approved by Lender again becomes available and is obtained, Lender shall pay the premium required to maintain mortgage insurance in effect or to provide a new insurer, until the requirement for mortgage insurance ends, in accordance with any written agreement between Borrower and Lender or applicable law.

8. **Insurance.** 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 request.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, or compensation for relocation with any compensation or other taking of any part of the Property, or its consequences in form 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 same secured by this Security Instrument, whether or not that debt, with any interest paid to Borrower, is the cause 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 same secured by this Security Instrument immediately before the taking. Unless Borrower and Lender otherwise agree in writing, the same secured by this Security Instrument shall be reduced by an amount of the proceeds distributed by the following: (a) the total amount of the same secured immediately before the taking; provided 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 same secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same applicable law otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument until the debt and the same are then due.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the conditions referred to make or award or settle a claim for damages, Borrower fails to respond in writing within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds of its own collection operation on behalf of the Property or of the same secured by this Security Instrument, whether or not that debt.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to prepay the due date of the monthly payments referred to in paragraph 7 and 8 or change the amount of such payments.

11. **Borrower Not Released by Lender from a Written Agreement of the Borrower.** Lender is not a party to the payment or satisfaction of consideration of the same secured by this Security Instrument granted by Lender to any creditor, or release 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 return or refund any payment or other credit or readily convertible of the same secured by this Security Instrument by reason of any amount 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-obligors.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower subject to the proviso in paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who is a party to this Security Instrument but does not execute the Note, but in executing this Security Instrument only to acquire, lease, use, occupy, or otherwise exercise its interest in the Property under the terms of this Security Instrument, (i) is not personally obligated to pay the same secured by this Security Instrument, and (ii) agrees that Lender and any other Borrower may agree to accept, satisfy, release or make any accommodations with regard to the terms of this Security Instrument of the Note without the 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 a transaction with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any same already collected from Borrower, which exceeded permitted limits, shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by issuing a check payable to Borrower. If a refund is made pursuant to this section, the reduction will be treated as a partial prepayment without an prepayment charge under the Note.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it in person or by first class mail unless applicable law requires use of another method. The notice shall be delivered 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; Jurisdiction.** 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 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 confirmed copy of the Note and of this Security Instrument.

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