

# UNOFFICIAL COPY

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Y  
This instrument prepared by  
and should be returned to:  
**JENNIFER FORTNER**  
**MIDWEST MORTGAGE SERVICES, INC.**  
**1901 SOUTH MEYERS ROAD, SUITE 300**  
**OAKBROOK TERRACE, IL 60181**

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 19, 1993**, The mortgagor is  
**BONNY D. QUINTOS AND JESUSA QUINTOS, MARRIED TO EACH OTHER**

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

**THE FIRST NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**

("Lender"). Borrower owes Lender the principal sum of **SIXTY SEVEN THOUSAND & 00/100** Dollars (U.S. \$ **67,000.00**).

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 **MAY 1, 2008**. 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 **KOOL** County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: 19-35-213-001

which has the address of  
Illinois

**6001 SOUTH BANCER, CHICAGO**  
**60652** ("Property Address");  
(Zip Code)

(Street, City),

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

-OR(L) (e100)

VMP MORTGAGE FORMS • (312)783-2100 • (800)821-7281

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Form 3014 9/80

Amended 1/81

Initials:

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Initials:

ECE

Date:

9/9/01

Form 3014-9/90

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of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more security instruments that any part of the Property is subject to a lien which may attach priority over this instrument if Lender deems that any part of the Property is subject to a lien which may attach priority to Lender's satisfaction to Lender under subordination of the lien to confirmation of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to any, or deems against any part of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or deems against any part of the lien has priority over this Security Instrument unless Borrower: (a) agrees in Borrower shall promptly discharge any lien which has priority over this Security Instrument evidencing the payables.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts of payment. If person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the which may allow priority over this Security Instrument, and leasedhold payments or ground rents, if any, Borrower shall pay these 4. (Charges; Liens). Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property directly, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Security Instrument shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Property, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the held by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds which may allow all taxes, assessments, charges, fines and impositions attributable to the Property.

If the excess Funds held by Lender exceeded the amounts permitted to be held (b) applicable law, Lender shall account to Borrower for to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the escrow Funds in accordance with (b) requirements of applicable law. If the amount of the Funds held by Lender is the excess Funds held by Lender the amount exceeded the amounts secured by this Security Instrument.

If the Funds are pledged as additional security for all sums secured by this Security Instrument, Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debt to the Funds was incurred, unless applicable law provides otherwise. Unless an agreement is made or made or applicable law Lender may agree in writing, however, that interest shall not be required to pay Borrower any interest or earnings on the Funds. Lender and creditors interested to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, unless applying the escrow account to pay a single charge for an independent real estate tax reporting service used by Borrower, Lender may require Borrower to pay a single charge for all escrow and applicable law permits Lender to make such a charge. The Escrow items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or carrying escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or carrying escrow items, if Lender is such an institution), or, in any Federal Home Loan Bank, Lender shall apply the Escrow Lender on the day monthly payments are insured by the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leases and provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law. Any sum payable by Borrower to Lender, in accordance with the (e) yearly property insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with the (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (h) yearly rent on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments or ground rents on the Property, if any; (a) yearly monthly payments are insured by the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leases and provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leases and provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayments and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

7. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited validity by jurisdiction to constitute a uniform security instrument covering real property.

8. 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 circumstances of record.

All of the foregoing is recited to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, and all casements, appurtenances, and

fixtures now or hereafter a part of the property. All improvements and additons shall also be covered by this Security Instrument, and all casements, appurtenances, and

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the 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 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 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 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, 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 requires 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

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Initials \_\_\_\_\_

be severable.

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 are declared to given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflict shall not affect other provisions of this Security Instrument or the Note.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to 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 b. notice to Lender. Any notice by first class mail to Lender's address shall be deemed to have been given to Lender when provided in this paragraph.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. However, if a refund reduces principal from Borrower which exceeded permitted limits will be reduced to Borrower, exceeded 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 exceed permitted limits will be reduced so that the interest or other loan charges collected or to be collected in connection with the loan and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan make any accommodation with regard to the terms of this Security Instrument is subject to a law which sets maximum loan charges.

17. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, Lender and Borrower shall agree to the terms of this Security Instrument or the Note without that Borrower's consent. Lender and Borrower shall agree to the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or defer the note or sums secured by this Security Instrument and (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument or otherwise modified to Borrower's instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that instrument to another for the benefit of Lender and (b) is co-signing this Security Instrument only to another for the benefit of Lender and Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall be joint and severable. The covenants and agreements of this paragraph shall be joint and severable.

18. Successors and Assigns; Joint and Several Liability; Cointerests. The due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. In the event of the death of Lender and Borrower, or if, after notice to Borrower that the cointerest 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 the due.

19. 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.

20. Inspection. Lender or its agent may make reasonable entries upon and inspect any market value of the Property before the taking, unless Lender otherwise agrees in writing, the sums secured by this Security Instrument in the event of a total taking, unless Lender otherwise agrees 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 Security Instrument 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, unless Lender otherwise agrees in writing or up to the amount of the proceeds, before the taking, divided by the fair market value of the Property in which the fair market value of 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 Security Instrument immediately before the taking, unless Lender otherwise agrees in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the Property before the taking, unless Lender otherwise agrees in writing, the sums secured by this Security Instrument in the event of a total taking, unless Lender otherwise agrees in writing, the sums secured by this Security Instrument shall be applied to the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

21. Cointerest. The proceeds of any award or claim for damages, direct or consequential, in connection with any damage to the Property prior to an insurance specific reasonable cause for the inspection.

22. Insurance. Lender or its agent may make reasonable entries upon and inspect any part of the Property, Lender shall give insurance cards in accordance with any written agreement between Borrower and Lender or applicable law.

23. Premiums. Premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for insurance that Lender requires) provided by an insurer approved by Lender becomes available and is obtained, Borrower shall pay the premiums may no longer be required, at the option of Lender, if insurance coverage (in the amount and for the period

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24. Riders to this Security Instrument: If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

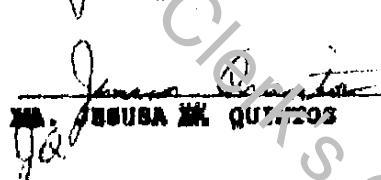
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
ROBERT S. QUINTOS

(Seal)

-Borrower

  
JESUSA M. QUINTOS

(Seal)

-Borrower

  
(Seal)  
-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

Cook County, Illinois

I, the undersigned, a Notary Public in and for said county and state do hereby certify that  
ROBERT S. QUINTOS AND JESUSA QUINTOS, MARRIED TO EACH OTHER

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY he signed and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this

19th day of April, 1993

.1993

My Commission Expires:

10/31/2013	Illinois
Notary Public (APN#) 10106	

Notary Public

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Markings:

23. **Waiver of Homeestead.** Borrower waives all right of homestead exemption in the Property, 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 to, reasonable attorney fees and costs of title evidence.
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, even if cured, the date of which Borrower has actually incurred the Property is necessary, Borrower shall promptly take all removal of other remedies available. If Borrower is not notified by any government authority or Environmental Subsidiary or Hazardous Substances cleanup by any government agency or party involved in any investigation, claim, demand, lawsuit or other action by any individual actions in accordance with Environmental Law.
20. **Hazardous Substances.** As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, gasoline, kerosene, other flammable or toxic 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:

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or removal by any government authority or regulation of any Hazardous Substances affecting the Property is necessary to remove the Hazardous Substances or any Environmental Subsidiary or government authority or party involved in any investigation, claim, demand, lawsuit or other action by any individual actions in accordance with Environmental Law.
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 once 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. The new servicer 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.
18. **Borrower's Right to Reinstatement.** If Borrower makes certain contributions, Lender have the right to have enforcement of this Security Instrument without notice or demand on Borrower.
17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in Lender's personal property is delivered or mailed within which Borrower must pay all sums secured by this Security instrument, Lender may exercise this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed of this period, Lender may invoke any remedies permitted under paragraph 16 of this instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke this Security instrument, Lender shall remain liable for the Property and Borrower's obligation to pay the sums secured by this Security instrument shall continue unchanged. Upon remissalment by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of non payment of a judgment entered against Lender's rights in this Security Instrument to assure that this Security instrument shall remain unchanged. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays any sums which may be sold under this Security Instrument before sale of the Property pursuant to any power of sale contained in this Security instrument or (b) entry of a judgment for reinstatement before sale of the Property, and (d) takes such action as Lender may reasonably require to assure that the new servicer will be one or more than 30 days from the date the Note is 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.
16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

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Mail Suite 2106  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000320529  
9001 SOUTH SAWYER  
CHICAGO, IL 60652

## LEGAL DESCRIPTION RIDER

LOT 179 IN SOUTHWEST HIGHLANDS AT 79TH AND MEDIE UNIT 1 BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT LD DEDICATED TO RAILROAD AND EXCEPT STRINGS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 19-35-213-001

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Property of Cook County Clerk's Office

933318612