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WHEN RECORDED MAIL TO

INDEPENDENCE ONE MORTGAGE CORPORATION
A MICHIGAN CORPORATION
P.O. BOX 5076 (48-16)
SOUTHFIELD, MI 48086-5076
LOAN NUMBER: 5710961

94411009



(Space Above This Line For Recording Date)

MORTGAGE

This MORTGAGE ("Security Instrument") is given on **MAY 9TH**, 1994.
The Borrower is **RAUL LUGO, a married man and GLADYS LUGO, his wife**

INDEPENDENCE ONE MORTGAGE CORPORATION, A MICHIGAN CORPORATION
which is organized and existing under the laws of **MICHIGAN**,
300 GALLERIA OFFICENTRE, SOUTHFIELD, MI 48034

("Lender"). Borrower owes Lender the principal sum of
NINETY FIVE THOUSAND SIX HUNDRED AND NO/100
Dollars (U.S. \$ 95,600.00). 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
JUNE 1ST, 2009. This Security Instrument recites 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:

**LOT 6 (EXCEPT THE WEST 30 FEET) IN BLOCK 2 IN FIELD AND MARTIN'S
SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY.**

TAX ID: **13-21-307-006-0000**

which has the address of **5241 W BODDY STREET**

[Street]

, CHICAGO

Illinois **60639**

("Property Address");

[City]

[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1278L1 (9202)
MFCD9503 - 08/92

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-830-0382 [] FAX: 810-781-1121
5710961

31-201-W.

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100-950-000 (1974-75)

(called up for a trial) 06/6 1105 W.M.

(2020) 27:8 (pp. 1–9)

5. **Hazard or Property Losses**: Some of the risks of the business can affect the property or assets of the business. This includes damage to buildings, equipment, vehicles, and other property. It also includes losses from theft, robbery, or fire.

3. Hardware: Hardware shall preferably over the Internet Security Infrastructure shall provide a secure connection which is available only to the authorized users. It will be the responsibility of the hardware provider to ensure that the hardware is secure and reliable.

результате которых получалось нечто вроде «бумажного» пейзажа, то есть изображения, в котором отсутствовали фигуры и тексты.

4. Charges: Lenses, Biorower shall pay all taxes, assessments, charges, rates and impositions which may become liable to the property whether made by the Secutry Tax Assessor, or any other authority under this Act.

3. Application of Penalties. Unless applicable law provides otherwise, all primary tasks set by Section 2 under paragraph 1 and 2 shall be applied; first, to any preparatory 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.

sale of the Property, shall apply until Funds held by Learner at the time of acquisition of sale is credited against the amounts received by the Security Instrument.

If this Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of this Funds held by Lender at any time is not sufficient to pay the Escrow Lien when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in full of all sums accrued by this Security Interest, Lender shall promptly refund to Borrower any premium paid by Lender, [REDACTED] under paragraph 21, Lender shall receive or set off the property, Lender, prior to the application of

The Funds shall be held in an account with a financial institution which deposits into it federal money, or entirely in cash, or entirely in securities issued by the Federal Reserve System, or in any Federal Home Loan Bank. Leader shall supply the Funds to pay the Escrow items, Leader may not charge Borrower for holding until applying the Funds, usually immediately after receiving the Escrow items, Leader is under obligation to pay the Funds into the Escrow account, or verify the Escrow items, unless Leader pays Borrower interest on the Funds until supplied into the Escrow account, or verify the Escrow items, unless Leader pays Borrower to pay a one-time charge for an independent real estate appraiser to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate appraiser to make such a charge. Leader shall supply the Funds to pay the Escrow items, unless Leader pays Borrower interest on the Funds until supplied into the Escrow account, or verify the Escrow items, unless Leader pays Borrower to pay a one-time charge for an independent real estate appraiser to make such a charge. Leader shall supply the Funds to pay the Escrow items, unless Leader pays Borrower to pay a one-time charge for an independent real estate appraiser to make such a charge.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly leases held pursuant to valid rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums or (e) yearly mandatory payments insuring life insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the premium of mortgagage insurance premiums. These items will be called "Fees and Items". Lender may, in any case, collect and hold Funds in an amount not to exceed the maximum amount set forth above for the purpose of paying such fees and items. The trustee shall have authority to apply Funds to the payment of any such fees and items as they become due and payable.

UNIFORM COVENANTS, BORROWER AND LENDER CONVENTION AND AGREEMENT AS FOLLOWS:

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.

BORKOWER COVENANTS shall Borkower is lawfully seated of the cause hereby concurred and has the right to any
Borrower's rights and capacity the Property until that the Property is unencumbered, except for encumbrances of record.

TOGETHER WITH all the improvements now in use, it is believed that the new system will be a decided improvement upon the present one.

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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, Preservability, 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 security interest. Borrower may cure such 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 required) 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

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Form 3014/90 (page 4 of 6 pages)

Item 18704 (2021)

18. Borrower's Right to Recast Note. If Borrower makes certain modifications to the earlier of: (a) 5 days (or such other period as agreed upon by the parties) or (b) 30 days from the date the notice is delivered or until a period of 6 months, Borrower shall have the right to have

this Security instrument modified by this Security instrument without further notice or demand on Borrower. If this Security instrument is payed sums prior to the expiration of this period, Lender may invoke any remedies determined by this Security instrument to pay these sums prior to the date the notice is delivered or until a period of 6 months. If this Security instrument is payed sums prior to the date the notice is delivered or until a period of 6 months, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is given to Borrower.

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 invoke the right to pay the sum secured by this Security instrument to Borrower. Any notice given by Lender to Borrower shall be given one month prior to the date the notice is given to Borrower.

18. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security instrument.

19. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument or the Note contradicts with applicable law, such conflict shall not affect other provisions of this Security instrument, if the Note which contradicts with applicable law is held or transacted with Borrower and Borrower is not a natural person) 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 invoke the right to pay the sum secured by this Security instrument to Borrower. Any notice given by Lender to Borrower shall be given one month prior to the date the notice is given to Borrower.

20. Notices. Any notice to Borrower provided for in this Security instrument shall be given to Borrower or Lender when given as provided for in this Security instrument. To the extent that the provisions of this Security instrument conflict with the provisions of this Note, they shall be given effect without the conflicting provision.

21. Loan Charges. If the loan secured by this Security instrument is fully repaid so that the interest or other charges collected or to be collected in connection with the loan exceed the permitted limit, then the note shall be reduced by the amount of the excess.

22. Successors and Assigns; Binding Co-signer. The covenants and warranties of this Security instrument is subject to the maximum loan charges, and that law is fully interpreted so that the interest or other charges collected or to be collected in connection with the loan exceed the permitted limit, then the note shall be reduced by the amount of the excess.

23. Borrower's Covenant to Repay. Any note held under this Security instrument shall be given to Borrower or Lender in accordance with the terms of this Note.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, 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 Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any 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 Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency, or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other 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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Journal of Health Politics, Policy and Law

(800) 220-0700 06/6 1102 MARCH

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(unhappy)

ANSWER THE QUESTIONS THAT GOES WITH

(אערן)

INSTITUTE FOR RESEARCH ON MORTGAGE FINANCIAL INSTITUTIONS, A MICHIGAN CORPORATION

This instrument was prepared by RENE GABBARD

21111 82000

Gives my name in full and official seal, this 9th day of May, 1994.

, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they delivered the said instrument to the last named volunteer etc., for the uses and purposes therein set forth.

1. RA6247 (5) : 1972
A Notary Public in and for said county and state.
do hereby certify that RALPH LUGO, a married man and GLACIAS LUGO, his wife

STATE OF ILLINOIS.

Herrwörter - **Herrwörter**
- **(SCHL.)** - **(SCHL.)**

•Rotowear
•GLADYS LUGO
•Homewer
•(Scal) *[Signature]* *[Signature]* *[Signature]*
•(Scal) *[Signature]* *[Signature]* *[Signature]*

WITNESS:  WITNESS:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in Annex I, through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [specify]

<input type="checkbox"/> Adjustable Rail Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Blameful Parent Rider	<input type="checkbox"/> Biweekly Playmate Rider	<input type="checkbox"/> Plimmed Unit Development Rider	<input type="checkbox"/> Biweekly Playmate Rider	<input type="checkbox"/> Billion Rider	<input type="checkbox"/> Rail Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Rail Rider
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24. Riders to the Security Instrument. If one or more riders are calculated by Borrower and recorded together with this Security Instrument, the covariant and agreeements of each Rider shall be incorporated into and shall amend and supplement the covariants and agreements of this Security Instrument as if the Rider(s) were a part of this Security Instrument (Check applicable box(es)).