

94685370

GT-15-14-050 (8/90)

This instrument was prepared by
General Jacob
[Address]

MORTGAGE

THIS MORTGAGE was made this 29TH day of June, 1994,
between the Mortgagor, Carlos M Ortega,
herein "Borrower", and the Mortgagee, H.C.P. SALES, INC.
a Corporation organized and existing under the laws of Illinois
whose address is: 3851 N CICAGO AVE, CHICAGO, IL 60641 (herein "Lender")

Wherein Borrower is indebted to Lender in the principal sum of U.S. \$ 13500.00
which indebtedness is evidenced by Borrower's note dated 6/27/94 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on Approximately 120 months from disbursement date

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and
the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant
and convey to Lender the following described property located in the County of COOK, State of
Illinois:

**Lot 52 In Block 2 In Homer's Subdivision Of Block 1 In Cragin Being C
Charles B. Homer's Subdivision Of Part Of The southeast 1/4 Of Section
33, Township 40 North, Range 13, East Of The Third Principal Meridian,
In Cook County, Illinois.**

FIN 15-14-050 (8/90)

DEPT-91 RECORDING \$27.50
12:00 PM 08/03/94 10:14:00
#94-485370
COOK COUNTY RECORDER

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which has the address of 1927 N Leanington Chicago
[Street] [City]
Illinois 60639 (herein "Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
hereinafter referred to 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
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

ILLINOIS

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1. **TERMINATION** - Borrower and Lender agree as follows

1. **Payment of Principal and Interest:** Borrower shall promptly pay when due the principal and interest

2. **Funds for Taxes and Insurance:** Subject to applicable law or a written waiver by Lender, Borrower shall pay

to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

in full, a sum therefrom "Funds" equal to one twelfth of the yearly taxes and assessments (including condominium and

planned unit development assessments if any) which may attach prior to the Mortgage and ground rents on the

Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly

premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by

Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

deed of trust if such holder is an institutional lender.

If Borrower pays funds to Lender, the funds shall be held in an institution the deposits or accounts of which are

insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply

the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding

and applying the Funds, an administrative account or settling and compiling said assessments and bills, unless Lender

passes borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and

unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay

however any interest or earnings 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 purpose for which each debit to the Funds was made. The

Funds are placed as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of

the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as

they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Lender shall promptly refund to Borrower any Funds

held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender,

Lender shall apply the net proceeds from the sale of the Property or its acquisition by Lender, any Funds

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

By Application of Equities. Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraph 1 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Easements of Trust (Taxes, Fees, Lender's Obligations)** Borrower shall perform all of Borrower's obligations

under any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage,

including Borrower's obligations to make payments on the Mortgage. Borrower shall pay or cause to be paid all taxes,

assessments and other charges, fees and impositions attributable to the Property which may attach a priority over this

Mortgage and recorded payments of ground rent on the

Property and shall keep the improvements now existing or hereafter created on the Property

in repair and insured against fire, hazard, theft and such other hazards, and such other coverages, and shall

maintain and repair the same in accordance with the requirements of applicable law.

5. **Hazard Insurance:** Borrower shall keep the improvements now existing or hereafter created on the Property

insured against fire, hazard, theft and such other hazards, and shall maintain and repair the same in accordance with

the requirements of applicable law.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss and pay for the same, provided by the insurance carrier, and Lender shall

respond to Lender's request for information within 60 days from the date

of the loss. Lender shall apply the insurance proceeds at Lender's option either to restore or to repair of the Property

in accordance with the requirements of applicable law.

6. **Preservation and Maintenance of Property:** Lender, Condominium, Planned Unit Developments, Bor-

rower and the Property in good repair and shall not commit waste or permit impairment or deterioration of the

Property and shall comply with the provisions of any laws or ordinances relating to the preservation of the

Property and shall pay for the cost of such repairs and improvements, including the cost of painting, as may be required

from time to time by the governing authority or the laws and regulations.

7. **Protection of Lender's Security:** If Borrower fails to perform the covenants and agreements contained in this

Mortgage or if the action of preserving or protecting which mortgagee's interest in the Property, then

Lender, at Lender's option, upon notice to Borrower, may make such repairs, including the cost of painting, as may be

required to maintain the Property in good repair and shall pay the cost of such repairs and improvements, including

the cost of painting, as may be required from time to time by the governing authority or the laws and regulations.

8. **Inspection:** Lender may make or cause to be made reasonable entries upon and inspections of the Property,

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

related to Lender's interest in the Property.

9. **Condemnation:** The proceeds of any award or claim for damages, direct or consequential, in connection with

an eminent domain proceeding or the taking of the Property or part thereof, or for condemnation, or for

condemnation, shall be paid to Lender, subject to the terms of any mortgage deed of trust to which it may be

subject, and shall be paid to Lender, subject to the terms of any mortgage deed of trust to which it may be

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10. **Borrower Not Released by Lender Not Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to the end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a continued copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement at which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 for a beneficial interest in it (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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 inexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

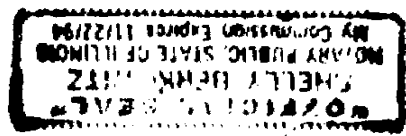
Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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Home Improvement Department
GREEN TREE FINANCIAL CORP.
Prepared by and Return to



Property of Cook County Clerk's Office



IN WITNESS WHEREOF, Borrower has executed this Mortgage
and Foreclosure Lender Superior
Request for Notice of Default
Mortgages or Deeds of Trust

Carlos M Ortega
Carlos M Ortega

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

20. Release: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead: Borrower hereby waives all right of homestead exemption in the Property.

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