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94734827

RECORD AND RETURN TO:
COLONIAL NATIONAL BANK, USA
16875 WEST BERNARDO DRIVE, SUITE 100
SAN DIEGO, CALIFORNIA 92127



94734827

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 11, 1994. The mortgagor is RUBEN E. TAMEZ and MARTHA D. TAMEZ, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to COLONIAL NATIONAL BANK, USA

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 16875 WEST BERNARDO DRIVE, SUITE 100, SAN DIEGO, CALIFORNIA 92127

("Lender"). Borrower owes Lender the principal sum of Eighty-six thousand two hundred fifty and NO/100 Dollars (U.S. \$ 86,250.00).

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 August 20, 2024.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 8 IN BLOCK 2 IN NORTHWESTERN SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING THE NORTH 430 FEET OF SAID TRACT EXCEPT A STRIP OF LAND 50 FEET WIDE OFF THE SOUTH END DEED TO CHICAGO PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

SEPT-01 RECORDING \$31.50
154999 TRAD 5188 08/19/94 11:05:00
SABIN : DW * - 94 - 734827
COOK COUNTY RECORDER

TAX I.D. #: 13-35-305-038

which has the address of 3646 WEST CORTLAND STREET, CHICAGO (Street, City), Illinois 60642 ("Property Address")

(Zip Code)

ILLINOIS Single Family FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90 Amended 5/91

VMP MORTGAGE FORMS (800)521-7241



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Handwritten initials or mark.

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16. Borrower's Copy: Borrower shall be provided a confirmed copy of the Note and of this Security Instrument

to be received by Borrower without the continuing provision to this end and the provisions of this Security Instrument and the Note are declared to 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 of this Security Instrument or the Note

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end and the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices: Any notice to Borrower provided by or in the Security Instrument shall be given by delivering it or by mailing it by a class of United States first class mail which requires use of another method. The notice shall be directed to the Property Address or to an other address if the Borrower has provided an other address by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address as set forth in the Security Instrument or to the address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if Lender when given as provided in this paragraph

prepares or that is sent by the Note.

13. Loan Charges: If the loan is made by this Security Instrument is subject to a fee which sets maximum loan charges, and that fee is paid in full at the time of the loan or other loan charges collected or to be collected in connection with the loan exceed the amount of the loan, then for any such loan charge shall be reduced by the amount necessary to reduce the charge to the amount of the loan, and the amount already collected from Borrower which exceeds permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any effect on the amount of the loan.

12. Successors and Assigns; Joint and Several Liability; Co-signers: The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not co-own the Property or co-owning this Security Instrument only to mortgage, grant and convey this Security Instrument shall be deemed to be a co-owner of the Property and the Security Instrument. Borrower shall be personally obligated to pay the sums secured by this Security Instrument and to execute and deliver to Lender and any other holder of the Note without that Borrower's consent, make any amendments with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

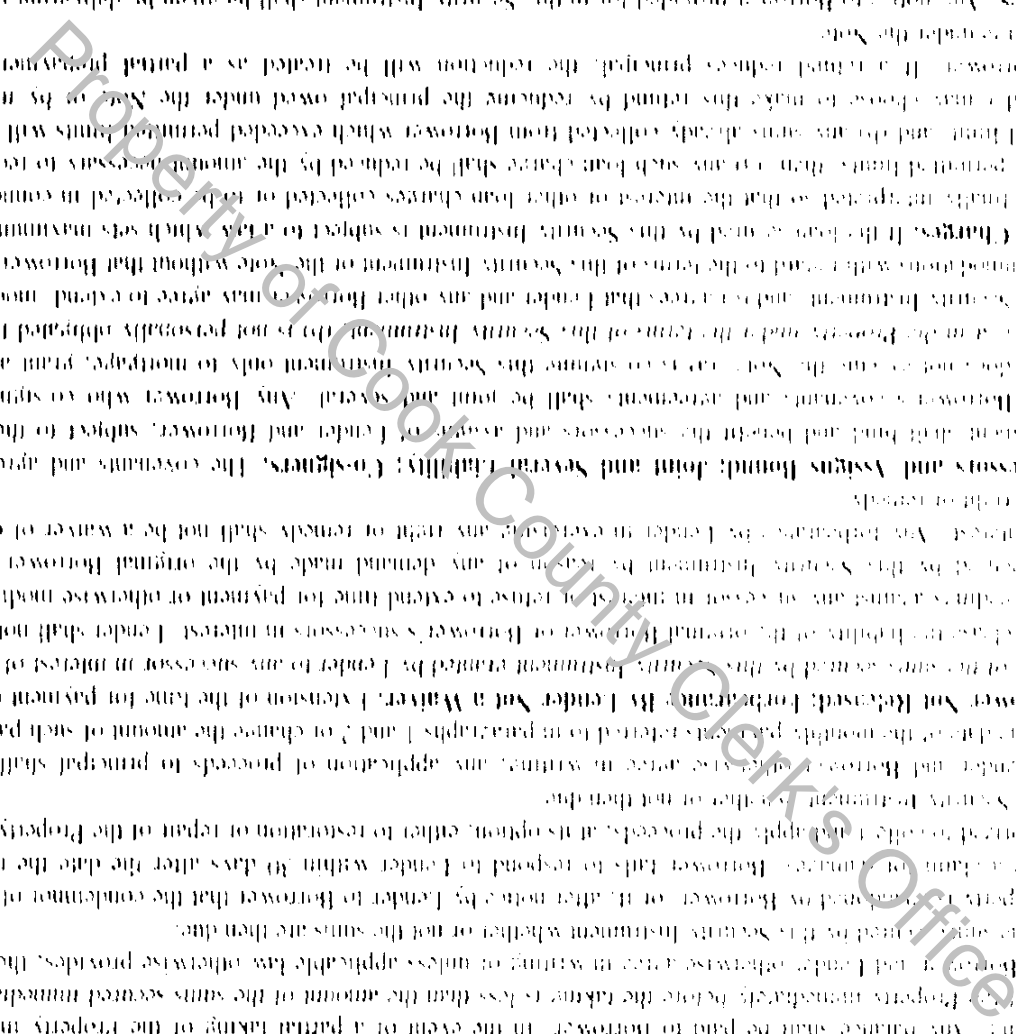
11. Borrower Not Released; Forfeiture By Lender Not a Waiver: Extension of the time for payment or modification or acceleration of the time for payment of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments or interest shall not constitute a waiver of Borrower's obligations under this Security Instrument. Lender shall not be required to operate or to act in the ordinary course of business or to operate or to act in the ordinary course of business in interest. Lender shall not be required to continue to operate or to act in the ordinary course of business or to operate or to act in the ordinary course of business in interest of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors or assigns in interest. No demand by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any other right or remedy.

10. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection: Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give reasonable notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Insurance: Lender may require Borrower to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage payments may no longer be required, at the option of Lender. If mortgage insurance coverage for the amount and for the period that Lender requires is provided by an insurer approved by Lender, Lender shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage payments may no longer be required, at the option of Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, and Lender otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly fire and marine insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance 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 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 whose 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 analyzing the escrow account, or certifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 purpose 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 account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items 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 no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as 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 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in 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 amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in 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 defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. 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 Substances 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.

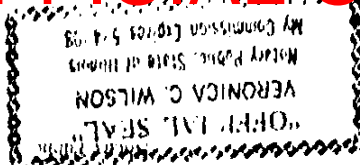
22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Form 3014 0900

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Form 3014 9/90



COOK COUNTY, ILLINOIS
This instrument was prepared by

My Commission Expires 5/4/98

Given under my hand and official seal, this 11th day of August, 1994, I, the undersigned, a Notary Public in and for said county and state do hereby certify that ROBERT E. FAMEZ and MARTHA H. FAMEZ, HUSBAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they executed the same for the purposes and purposes therein set forth.

STATE OF ILLINOIS
I, THE UNDERSIGNED
COOK
Family ss:
a Notary Public in and for said county and state do hereby certify

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Martina H. Famez
MARTHA H. FAMEZ

(Seal)
Borrower

Robert E. Famez
ROBERT E. FAMEZ

Witnesses
in any order executed by borrower and recorded with it
BY SIGNING BELOW, borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- 1-1 Family Rider
- HomeEquity Payment Rider
- Second Home Rider
- Condominium Rider
- Payment for Development Rider
- Home Improvement Rider
- Home Equity Rider
- Home Equity Rider
- Home Equity Rider

24. Riders to this Security Instrument. If one or more riders are executed by borrower and recorded together with this Security Instrument, the covenants of each rider shall be incorporated into and shall amend and supplement the covenants and terms of this Security Instrument as if the riders were a part of this Security Instrument. (Check appropriate boxes.)

4282466

Property of Cook County Clerk's Office