

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

FIRST NATIONAL BANK OF CHICAGO )  
HEIGHTS, )

Plaintiff, )

vs. )

FRANCISCO VILLAGOMEZ a/k/a FRANK X. )  
VILLAGOMEZ, ROSLYN VILLAGOMEZ, his )  
wife, JOHN CRUZ, BETTY a/k/a HONEY )  
CRUZ, STATE OF ILLINOIS, UNITED )  
STATES OF AMERICA, UNKNOWN OWNERS, )  
NON-RECORD CLAIMANTS, UNKNOWN )  
TENANTS AND OCCUPANTS, )

Defendants. )

NO. 94CH 008956

. DEPT-01 RECORDING \$23.50  
. T#2222 TRAN 9160 10/05/94 12:47:00  
. #1971 KE \*-94-862519  
. COOK COUNTY RECORDER

LIS PENDENS

I, undersigned, do hereby certify that the above entitled cause for foreclosure was filed in the office of the Clerk of the Circuit Court on the 5 day of October, 1994 and is now pending in said court and the property affected by said cause is described as follows:

The South 1/2 of Lot 17 in the Hilltop Land Company's Subdivision of the North 1/2 of the Southwest 1/4 and the West 25 Acres of the North 1/2 of the Southeast 1/4 of Section 19, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, said property commonly known as 1418 Sunset, Chicago Heights, Illinois 60411

PIN: 32-19-300-009

1. The names of all plaintiffs, defendants and the case number are set forth above.
2. The court in which the action was brought is set forth above.
3. The names of the title holders of record are: FRANCISCO VILLAGOMEZ a/k/a FRANK X. VILLAGOMEZ and ROSLYN VILLAGOMEZ.
4. The legal description is set forth above.
5. The common address or location of the property is set forth above.

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05/20/2019 10:00:00 AM

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6. Identification of the mortgage sought to be foreclosed:

- (a) Mortgagors: FRANCISCO VILLAGOMEZ a/k/a FRANK X. VILLAGOMEZ and ROSYLN VILLAGOMEZ.
- (b) Mortgagee: FIRST NATIONAL BANK OF CHICAGO HEIGHTS.
- (c) Date of Mortgage: January 7, 1990.
- (d) Date and place of recording of Mortgage: February 23, 1990 in the office of the Recorder of Deeds of Cook County, Illinois.

(e) Mortgage Document Number: 90088544.



Michael J. Goldstein

THIS INSTRUMENT PREPARED BY/MAIL TO:  
Michael J. Goldstein  
MICHAEL J. GOLDSTEIN & ASSOCIATES  
230 West Monroe Street  
Suite 1100  
Chicago, Illinois 60606  
(312) 346-0945  
Attorney No. 20137

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12. **Successors and Assigns Bound, 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 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by 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 by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

15. **Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

16. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time here is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

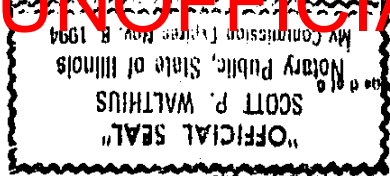
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. **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.

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

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DPS 1614

This instrument was prepared by: H. A. DAVIS

APR 11 1994

My Commission Expires:

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as HEK Given under my hand and official seal, this 29 day of SEPTEMBER 1994.

MICHELLE D. STRONG, SINGLE, NEVER MARRIED

County ss: \_\_\_\_\_  
a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS,  
Cook County, Illinois

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

MICHELLE D. STRONG  
X Michelle D. Strong

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

Witness:

- Condominium Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Growing Equity Rider
- Adjustable Rate Rider
- Other [Specify]

[Check applicable box(es)]

20. 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 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.

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## LEGAL DESCRIPTION:

THOSE PARTS OF LOTS 75, 76, 77 AND 78 LYING EAST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19 IN SHELDON ESTATE SUBDIVISION OF BLOCK TWENTY-THREE (23) IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THEREOF, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER THEREOF AND THE EAST HALF OF THE SOUTHWEST QUARTER THEREOF, IN COOK COUNTY, ILLINOIS.

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01/11/2011