DEPT-01 RECORDING

- T#9999 TRAN 6101 11/07/94 15:13:00
  - #2178 # DW #~タ4~タ45868
- COOK COUNTY RECORDER

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(Space Above This Line For Recording Date)

## MORTGAGE

THIS MORTGAGE ("Sr sun y Instrument") is given on 10/31/94

The mortgagor is JUAN ROMEHO JP.

its successors and/or assigns, a

250 E. CARPENTER FRWY.

AND LAURENCE ROMERO

HIS WIFE IN JOINT TENANCY ("Borrower"). This Security Instrument is given to FORD CONSUMER FINANCE COMPANY, INC.

corporation, whose address is

IRVING, TX 75062

("Lender").

Borrower owes Lender the principal sum of THIRTY THOUSAND SIX HUNDRED AND NO CENTS----dollars (U.S. \$ This debt is evidenced by Borrower's Note dated the sene dite as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on \$17040. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifier ions; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Sorrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in COOK County, Illinois:

Lot 21 in B.F. Jacobs subdivision of block 3 in Jacobs and Burchells subdivision of the south 16 2/3 rods acres of the east 1/3 or the west 1/2 of the northeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which has the address of 3422 WEST MCCLEAN AVE.

13-35-229-020

CHICAGO, IL 60647

('P op irty Address");

TOGETHER WITH all the improvements now or heroafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or here: "ar 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 and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

RORROWER COVENANTS that Borrower is lawfully select of the estate hereby conviyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for current taxes. Borrower warrants and will defend generally the title to the Property against all claims and demands

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

2. Application of Payments, Unless applicable law provides otherwise, all payments received by Legist under paragraph 1 shall be applied: first, to late charges due under the Note; second, to interest due, and last, to principal due.

3. Charges; Liene, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable in the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay on time if rectly to the parson owed payment. 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) / pieco 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 age in enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the "practics" of 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.

4. Hazerd 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 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.

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 this 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 names 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 paragraph 1 or change the amount of the payments. If under paragraph 20 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.

5. Preservation and Maintenance of Property, Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. 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, or condemnation 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.

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Property of Cook County Clerk's Office

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aying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 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.

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

B. 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 condomnation, are hereby assigned and shall be paid to I soder

to the event of a total taking of the Property, the proceeds shall be applied to the aims secured by this Security Instrument, whether or not then due, with any excess paid to Sorrower. In the event of a partial taking of the Property, 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 intal amount of the some secured immediately before the taking, divided by (ti) the far market value of the Property Immediately before the taking. Any finlance shall be paid to the

If the Property is ebendoned by Borrower, or if, after routed by Lemies to Borrower that the condemnor offers to make an award or settle a claim bit damages, therower 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 then due

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 paragraph 1 or change the amount of such payments.

9. Borrower Nut Released; Forbearance By Lender Not a Walver, Extension of the time for payment or modification of assortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Sacurity Instrument by reason of any demand made by the original Borrower or Borrower' sucressors in interest. Any forbearance by Leutler in exercising any right or remedy shall not be a waiver of or preclude the

exercise of any right or remer's

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the auccessors and assigns of Lunder and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements and and benefit the auccess are and assigns or content and portower, subject to the provisors of paragraph to consist of the second and several. Any or over who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and corder 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, forbest or make any accommodations with regard to the leafer of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the load secured by this Security Instrument is subject to a law which sals maximum loan charges, and that law is finally interpreted so that the interest or other Lar charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the an cust necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded. 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 edicase principal, the reduction will be treated as a partial prepayment.

The security instrument unenforceable according to its trace, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 20. If Londor sharps this option, Lender shall take the steps specified in the second paragraph of paragraph 16

13. Notices. Any notice to Borrower provided for in his 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 nation half be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lander shall be given by first claifs mail to Lender's address stated herein or any other address Lender designates by notice to Burrower. Any notice provided for in this Security instrument snall an ideemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall on coverned 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 in hour the conflicting provision. To this and the provisions of this Security Instrument and the Note are declared to be severable.

t and the Note are declared to be severable. 15. Borrower's Copy, Borrower shall be given one conformed copy or the Note and of this Security Instrument. 16. Transfer of the Property or a Beneficial Interest in Borrower, If al. 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 pirson) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument innwever, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 in a 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 Society 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 itemated on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower half 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 application 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 nut great 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this covering this coverants or agreements; (c) pays all expenses incurred in enforcing this covering this coverants or agreements; (c) pays all expenses incurred in enforcing this covering this coverants or agreements; (c) pays all expenses incurred in enforcing this coverants or agreements; (c) pays all expenses incurred in enforcing this coverants. to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the ten of this Security Agreement, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon temstatement by Borrower, this Security instrument and the obligation secured hereby shall remain fully effective as if no acceleration bed occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16

18. Sale of Note: Change of Loan Servicer. The Note or a partial intensi 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") in ". 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 vale 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 13 above e.id ... phicable 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.

19. 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 regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law or 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, "Flazardous 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 harbicides, volatile solvents, materials

containing asbestos or formaldehyde, and radiosctive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the C/7

jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. 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 paragraphs 12 and 16 unless applicable law provides otherwise). The notice of 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. I shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys fees and costs of title evidence.

21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of end manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied

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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 Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to

Borrower shall pay any recordation costs.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Becurity Agreement.

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STATE OF ILLINOIS,	COUK	County ss:	
ı. UNDE	RSIGNED	, a Notary Public in and for	said county and state, do hereby certify that
びかれ	RUHERU JR AND LAUREN	CE RUMERO HIS WIFE	
personally known to me to be that	se ne person whose name	ARE	aubscribed to the foregoing instrument,
appeared before me this day in pe	rson, and sknowledged that h	is Y aigned and delivered the said in	strument as THE I Ree voluntary act, for the
uses and purposes therein set fort	Ox		
Given under my hand ar	od official seal, this31	day of October 1994	<u> </u>
My commission expires:	OZ	Ever Howden	
	7	Notary P	rublic

This document was prepared by: and mail to

> Ford Consumer Finance 250 E Carpenter Fwy Irving Tx 75062



