

# UNOFFICIAL COPY

94088418

Prepared by:  
CAPITOL FEDERATED, INC.  
3601 ALGONQUIN RD., STE. 326  
ROLLING MEADOWS, ILLINOIS 60008

When Recorded Mail To:  
CAPITOL FEDERATED, INC.  
3601 ALGONQUIN RD., STE. 326  
ROLLING MEADOWS, ILLINOIS 60008

(Space Above This Line For Recording Date)

Document No 989821

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 18**, 1994  
The mortgagor is **DARIO HERNANDEZ AND CECILIA HERNANDEZ, HUSBAND AND WIFE**

This Security Instrument is given to **CAPITOL FEDERATED, INC.**

**AN ILLINOIS CORPORATION**

which is organized and existing under the laws of the State of **ILLINOIS**, and whose address is **3601 ALGONQUIN RD., STE. 326**  
**ROLLING MEADOWS, ILLINOIS 60008**

Borrower owes Lender the principal sum of **SIXTY-NINE THOUSAND AND 00/100**

(U.S. \$ **69,000.00**). 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 **FEBRUARY 1, 2009**. 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 33 IN BLOCK 8 IN H. O. STONE AND COMPANY'S WORLD FAIR ADDITION, A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1929 AS DOCUMENT NUMBER 10262949, IN COOK COUNTY, ILLINOIS.**

15-04-107-033

DEPT-01, RECORDING \$31.50  
T41111 TRAN 4315 01/27/94 11:30:00  
\$1520 E \*\*\* 94-088418  
COOK COUNTY RECORDER

which has the address of **1814 NORTH 33RD AVENUE, STONE PARK**

Illinois **60165** (Street)  
(City)  
(Zip Code) ("Property Address");  
(Zip Code)

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 soined 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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Last Form No. (800) 446-3885

Page 1 of 6

Initials: *CH*

Form 3014 9/90  
LIFT SCM3014 7/02

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101 V. 7/83

#### **SIMPLY FAMILY • FAMILY MED/EDDIE MED UNIFORM INSTRUMENT**

All successive pointers and rawvariables shall be accessible to Leader and shall include a standard memoryclass. Leader shall have the right to hold the pointers and rawvariables. If Leader requires, Borrower shall promptly give to Leader all receipts of paid

5. **Lender or Property Insurancce.** However shall keep the improvements now existing or hereafter erected on the Property be uninsured wholly without. If however fails to maintain coverage despite his failure to do so, Lender may, at Lender's option, obtain coverage.

Borrower shall promptly pay all sums payable under this Security Instrument and shall defend the same against all persons.

4. Charges: Lenders, Borrower shall pay all taxes, assessments, charges, fines and imposts due to the Proprietor which may arise from security instruments, 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 due time himself, 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

**3. Application of Payments.** Unless otherwise provided by law, payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under this Note; second, to amounts payable under Paragraph 2; third, to interest due fourth, to principal due and last, to any late charge due under the Note.

shall apply if Funds held by Lender in the time of acquisition or sale as a credit against the sum secured by this Security.

If the Funds held by Lender exceed the amounts permitted to be held by applicability 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 less than the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months to Lender the amount necessary to make up the deficiency. Borrower shall pay such costs to Lender as are necessary to pay the expenses of collection, including reasonable attorney's fees.

of and informed on the detail evidenced by the Note and my preparation will take the charges off under the Note.

**CHIROPRACTIC ORGANIZATIONS:** Borrower shall promptly pay when due the principal

ONTOGENY IN GROWTHANTS. II. HETEROCLADE AND LICHENOID COVENANTS AND AGFCO AS FOUNDERS

**THIS SECURITY INSTRUMENT** combines uniform government rules and non-uniform conventions within limited areas.

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• premium and renewal notices. In the event of loss, Lender will 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 required 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, Preservation, 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's security interest. Borrower may cure such a 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 requires 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-fifth 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 requires) 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 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.

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

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18. **Borrower's Right to Remand.** If Borrower fails to timely provide the right to timely enforcement by the Security Lienholder without notice or demand of Borrower:

- a) this Security Interest shall be converted at any time prior to the earlier of (i) 5 days (or such other period as applicable law may permit) following the date of conversion before sale of the property; or
- b) the date of conversion before sale of the property) pursuant to any power of sale contained in this Security Interest or by a power of attorney given to the Lender prior to the date of conversion before sale of the property;

the Lender shall have the right to timely enforce the security interest in the property in accordance with the terms of this Agreement.

If I end my lease early (for any reason), I understand I shall give my former owner notice of re-rental within 10 days of the date the notice is delivered or mailed within which I shall pay all amounts awarded by this Court.

Sesión 10: Difusión

17. Transfer of the Property or a beneficial interest in Borrower, if all of my part of the property of my interest in it is sold of transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without transfer a prior written consent, I under my, at his option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercisable by me under if exercise is prohibited by federal law as of the date of this instrument.

16. Moreover, shall be given one softformed copy of the Note and of the Security Instrument.

15. **Covering Law's Separability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction

The development of the first ever system to predict the risk of stroke in this population.

19. **Notices.** Any notice to be given or delivered for or in this Securities Purchase Agreement shall be given by delivering it by

choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Horwotter. If a refund

[3] *Learn Languages.* If the loan is secured by the Security Instrument is subject to a law which sets maximum loan charges, and

instruments; and (c) agrees that Lender and any other borrower may agree to extend, modify, renew or make any recommendations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

12. **Successors and Assigns Binding; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Agreement shall bind and enure in the successors and assigns of Lender and Borrower, and subject to the provisions of paragraphs 17, 18, 19 and 20, the covenants and agreements of this Security Agreement shall be joint and several liability, notwithstanding that the parties hereto may be deceased or otherwise unable to sign this Security Agreement.

websites, may not require a license to practice in exercising any right to file in federal court as a plaintiff to prevent such an action.

11. Borrower Not Relinquished; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of the monthly payments referred to in paragraphs 1 and 2 of clause 1 of each Paragraph

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

In this application, the claimant, a company, is the party to whom the notice of termination was addressed, whereas the defendant, a company, is the party to whom the notice of termination was sent.

Society's instruments whether or not the sums are then due.

Security Instruments shall be reduced by the amount of the proceeds actually paid by the following fraction: (a) the total amount of the amounts received immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

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as if no acceleration had occurred. However, the right to accelerate 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 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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Notary Public

11

day of JANUARY

**ANSWER** Given under my hand and offhand each, like

is absorbed to the foregoing instrument, appurtenant thereto, made this day in person, and acknowledged before me to be the same person as (a) witness to the same (a)

do hereby certify that DARIO HERNANDEZ AND CECILIA HERNANDEZ, HUSBAND AND WIFE  
of "Nevada" Public in and for said county and state.

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STATE OF ILLINOIS

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(1938)

10/10/2011

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

(Other) [ ]

- |  |  |   |  |  |   |   |  |   |   |  |
|--|--|---|--|--|---|---|--|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Grandparent Rider | <input type="checkbox"/> Life/Health Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Multi-Family Rider | <input type="checkbox"/> Residential Rider | <input type="checkbox"/> Business Rider | <input type="checkbox"/> Blalloon Rider | <input type="checkbox"/> Second Time Rider |
|--|--|---|--|--|---|---|--|---|---|--|

24. **Rider(s) to this Security Instrument.** If one or more rider(s) are attached by Borrower and recorded together with this Security Instrument, the co-venants and agreements 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. (Check applicable box(es).)