

# UNOFFICIAL COPY

94153619

COOK COUNTY, ILLINOIS  
THE 1ST FLOORRECORD AND RETURN TO:  
FIRST NATIONAL MORTGAGE CORPORATION  
1 S. 443 SUMMIT AVENUE, SUITE 301  
OAKBROOK TERRACE, ILLINOIS 60181

OCT 17 1994 8:50

94153619

[Space Above This Line For Recording Data]

## MORTGAGE

LOAN # 206020445

THIS MORTGAGE ("Security Instrument") is given on February 9, 1994. The mortgagor is CAROL LEE OBITS, UNMARRIED; STEVEN M. VAZQUEZ and ANNE MARIE VAZQUEZ, HIS WIFE ("Borrower"). This Security Instrument is given to FIRST NATIONAL MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1 S. 443 SUMMIT AVENUE, SUITE 301, OAKBROOK TERRACE, ILLINOIS 60181 ("Lender"). Borrower owes Lender the principal sum of

One hundred twenty-one thousand fifty and NO/100 Dollars (U.S. \$ 121,050.00).

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 DECEMBER 1, 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 97 AND THE WEST 10 FEET OF LOT 96 IN E. A. CUMMINGS AND COMPANY'S MAGNUSON STREET ADDITION IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, LINE OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 15-13-101-045  
which has the address of

Illinois 60130  
[Zip Code]

2729 WEST MONROE STREET, FOREST PARK  
("Property Address")

(Street, City)

ILLINOIS Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMR-GRIL (9212)

Form 3014 9/90  
Amended 6/91

VMR MORTGAGE FORMS 1-800-521-7291



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U.S. GOVERNMENT

personally shown to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she  
signed and delivered the instrument as **TBE18** free and voluntarily act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, a Notary Public in and for said county and State do hereby certify

<p>Carole Lee OBIIS Borrower (Seal)</p> <p><i>Carole Lee OBIIS</i></p>	<p>Carol Lee OBIIS Borrower (Seal)</p> <p><i>Carol Lee OBIIS</i></p>
<p>STEVEN H. VAUGHN Borrower (Seal)</p> <p><i>Steven H. Vaughn</i></p>	<p>ANNE MARIE VANDUER Borrower (Seal)</p> <p><i>Anne Marie Vanduer</i></p>

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

<input type="checkbox"/> <b>SX-1-1 Family Rider</b>	<input type="checkbox"/> <b>Coupled Premium Rider</b>	<input type="checkbox"/> <b>Planned Life Development Rider</b>	<input type="checkbox"/> <b>Rate Improvement Rider</b>	<input type="checkbox"/> <b>Other(s) [specify]</b>	<input type="checkbox"/> <b>V.A. Rider</b>
<input type="checkbox"/> <b>Biweekly Payment Rider</b>					
<input type="checkbox"/> <b>Ambulance Ride Rider</b>					
<input type="checkbox"/> <b>Graduated Payment Rider</b>					
<input type="checkbox"/> <b>Balloon Rider</b>					
<input type="checkbox"/> <b>Second Home Rider</b>					

**24. Riders to the Securities Instruments.** If one or more riders are executed by Borrower and recorded together with this security instrument, the covenants 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.

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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. These 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.

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Following their publication, the first two books were widely popular and have been translated into many languages. The third book, *On the Nature of the Chemical Elements*, was also well received and helped establish Mendeleev's reputation as a leading chemist. It is considered one of the most important scientific works of the 19th century.

The following sections will discuss the results of the study, starting with the descriptive statistics and ending with the multivariate analysis.

*Journal of Clinical Psychology, Vol. 59, No. 1, January 2003, pp. 1–10  
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The funds shall be held in an institution which deposits are insured by a federal agency, unconditionally, or funds held in trust for the benefit of the fund.

1. **Principle of Differentiation**: Preparation and later changes, however slight, always take place under the principle of differentiation.

1. **ADHORNT GOLVANS**: Horowitz and Landger government and agree as follows:

THIS SECURITY INSTITUTE AGREEMENT GOVERNS THE RELATIONSHIP OF THE PARTIES TO THE PROPERTY OWNED BY THE COMPANY AND THE TENANT'S USE AND NON-EXCLUSIVE EXPLOITATION OF THE PROPERTY FOR THE PERIOD INDICATED.

**HOROWOWER COVETANUS** has Horowower's lawfully served of the estate hereby conveyed and has the right to mortgage

Landmarks will be the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this instrument. All in the foregoing is intended to include "Severely Instrument" as the "Deed Act".

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**5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 the 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 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 required 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-twelfth 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

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13. **Securitization**: This section discusses how securitization could be leveraged by federal law and the law of the states without the conflicting provision of this act and the provisions of this security instrument and the Note are deflated

Secondly, I understand that he demanded to have been given a statement of the order when given as provided in this paragraph.

14. **Soldiers**, any notice to the power provided for in this Section shall be given to the commanding officer of the unit or class in which the soldier is serving.

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13. **Joint ventures.** If the joint venture is carried by this party, its name is subject to a written agreement and this law is thereby interpreted so that the intention to offer joint ventures concluded to date with other joint ventures will be consistent with the joint venture.

17. **Symmetries and axes** found joint and separate the two different types of  
symmetries, the **rotational** and **translational**.

of the same was caused by the same cause, and a majority of the time the same cause was the result of the same cause.

polypore die drie deel te zijn van een groep van sporenvormende schimmels die vooral op hout groeien.

seconded by this Society's Committee, a letter to the Queen, addressed to the Queen, the  
Secretary of State for War, and the Secretary of State for Foreign Affairs, was presented.

for a minimum period of one year to prevent us from spreading our products outside of our territory.

The inspection is carried out at the time of or prior to the acquisition of the property. Inspections will give the buyer more time to identify any major non-negotiable clauses prior to the completion of the transaction.

permitted under the law, and may not be required to do so if it would violate the First Amendment or other constitutional rights. The court also held that the state's interest in protecting its citizens from the threat of terrorism justified the use of such surveillance measures.

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Q-A-1-1-1-1-1-1-1

LOAN# 7060/0445

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 9th day of February, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST NATIONAL MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

7729 WEST MONROE STREET, FOREST PARK, ILLINOIS 60130

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

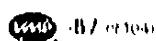
**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 3/93



MBI MORTGAGE INSURERS • PRODUCT 720

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C9/C OCT 1994

SPO-101-81-51

Witnessed  
(Seal)

NAME: MARY L. DAVIS, JR.  
HOTEL: (SACD) *Elmwood Motel*

QAROL 133 0815  
Bacteriometer  
(seab) ~~adult age class~~

Family Rider  
Program

BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT.

1. **CROSS-DEBT AND PROVISIONS.** However, a debtor of pre-debt under a debt or indebtedness in which  
such a creditor, or under a creditor's agents or a third party appointed receiver, shall have the right to require the  
settlor of or trustee in the Property before or after giving notice of demand to settle, however, however,  
settler's agents or a third party appointed receiver, may do so at any time when such a debtor occurs. Any application  
of creditors shall not give cause of action to his liability and other rights or remedies of Lender. This assignment of  
rights of the Property shall determine when all the sums secured by the Security by Lender are paid in full.

Borrower perspectives and narratives that borrower fees do not exceed any prior assignment of the rights and fees

If the Knights of the Order of the Holy Sepulchre are to cover the costs of taking control of and managing the properties and of collecting the rents and funds expended by the Order for their purposes shall become independent

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## 11. ASSIGNAVIENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION;

### (C) ASSIGNUANTS OF LEAVES, PONDEROSA PINE