

UNOFFICIAL COPY

94195229

This instrument prepared by [Space Above This Line For Recording Data]
and should be returned to:

MORTGAGE

JENNIFER FORTNER
THE FIRST NATIONAL BANK OF CHICAGO
1901 SOUTH MURKIN ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

DEPT 01 RECORDING \$31.00
T-1411 IRAN 4531 03/02/94 11:55:00
11834 1 * 94-198229
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on
JAIME RAMIREZ AND ROSA RAMIREZ, MARRIED TO EACH OTHER

FEBRUARY 22, 1994

The mortgagor is

("Borrower"). This Security Instrument is given to

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

("Lender"). Borrower owes Lender the principal sum of
SIXTY TWO THOUSAND SEVEN HUNDRED FIFTY & 00/100 Dollars (U.S. \$ 62,750.00).

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 MARCH 1, 2014. 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 32 (EXCEPT THE SOUTH 10 FEET THEREOF) AND LOT 33
(EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 1 IN THE
WINNEBAGO SUBDIVISION OF BLOCK 3 IN MAHON'S SUBDIVISION OF
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP
38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 19-13-119-015

94195229

B/R

which has the address of
Illinois

5739 SOUTH WHIPPLE AVENUE, CHICAGO

(Street, City).

60629

("Property Address");

(Zip Code)

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

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VMP - 6H(IL) 9-95

VMP MORTGAGE FORMS (913)281-8100 • (800)521-7291

Form 3014 9/90

Amended 5/91

Initials JRSL

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Form 3014 9/90

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Borrower shall promptly disclaim 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) consents in good faith to the amendment or modification of this instrument; or (c) consents to transfer its interest in the property securing the obligation to another party in writing.

4. (Chargess; leases). Borrower shall pay all taxes, assessments, charges, times and impositions applicable to the property which may affect the 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拥有的 payment. However, shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes due payments directly, Borrower shall provide evidence of payment to Lender before the payment date.

X. Application of Payments. Unless applicable law provides otherwise, all payments received by a creditor under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; and, or interest due, to principal due; and last, to any late charges due under the Note.

(upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, 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 toward the sum secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held of a applicable law, Lender shall account to Borrower for monthly advances of Lender's sole discretion.

The Funds shall be held in an insurance account and those deposits are insured by a federal agency, instrumentality, or entity (including
funds, if Lender is such an institution) of, or any Federal Home Loan Bank. Lender shall apply the funds to pay the escrow
liens, Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or verifying
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. 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 otherwise otherwise agreed to by the Funds. Unless an agreement is made of applicable law
regarding interest shall not be required to pay the Funds. Lender shall give to Borrower, without charge and
funds, however, that interest shall be paid to the Funds. Lender shall give to Borrower, without charge and
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.

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.

variations by jurisdiction to constitute a uniform security instrument covering real 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 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. This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited

CO-OPERTHER WITH all the improvements now or hereafter erected on the property, and in easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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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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(2) **Confidentiality Law; Separability.** This Security Instrument shall be governed by the federal law and the law of the state in which the confidential provisions. To this end the provisions of this Security Instrument and the Note are declared to stand apart without the confidential provisions. The Note will not affect or alter any provision of this Security Instrument or the Note which can be considered as being outside the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

(d) **Officers.** Any notice to the Borrower provided for in this Security Instrument shall be given by delivery or by mailing in writing to the principal place of business of the Borrower at the address set forth above or to such other address as the Borrower may designate in writing to the Lender.

under the Rule of the Council of the European Union without prejudice to the principles of finality and definiteness of the decision.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, such law is hereby interpreted so that the interest or other loan charges collected or to be collected in connection with the loan and debt will be measured by the lesser of the amount of the debt or the maximum amount allowed by law.

12. Successors and Assigns; Joint and Several Liability; Cofiducies. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument, and to the extent that the successors and assigns of Lender and Borrower shall be joint and several. Any Borrower who co-signs this instrument shall be liable for all obligations of this instrument and shall be liable for all obligations of this instrument under this instrument and any other instrument or agreement which may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Securing instrument or the Note without the Borrower's consent.

11. Borrower Not Released by Lender Not a Waiver. Extension of the time for payment or modification of any loan instrument granted by this Security Instrument to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest if Borrower has paid all amounts due under this Security Instrument to Lender.

It shall be the duty of the lessee to pay all amounts due under this lease and to pay all amounts due under the lease of the land or building or both, if any, and to pay all amounts due under any other lease or agreement to which he is a party.

If the Property is as described by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply its proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Interest or any other due.

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 the sums are due. Whether or not there are any excess funds available to the 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 greater than the amount of the sums secured by this Security instrument, 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, the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless otherwise agreed in writing or unless otherwise provided, the proceeds shall be applied to the Borrower and Lender otherwise agree in writing.

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

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

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 against becomes available and is obtained.

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16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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:

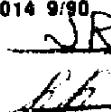
21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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.

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Form 3014 9/90

Initials: 

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Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **they** the
person(s) known to me to be the same person(s) whose name(s)
printed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.
Given under my hand and affixed seal this 22nd day of February
1994.

1. The underlined
"Nancy Public in and for said country and state do hereby certify that
JAMES RAMIREZ AND ROSA RAMIREZ, MARRIED TO EACH OTHER

STATE OF ILLINOIS. County assessor. Cook

per (seed) (seal) (follower) (follower) (follower)

ROSA RAMIREZ
112-17-733
(Seal)

JAMES HAMILTON
1822-1882

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

<input checked="" type="checkbox"/> 23. Riders to this Security Instrument	If one or more riders are executed by borrower and recouered together with this Security Instrument, the terms and agreements of each such rider shall be incorporated into and supplement the documents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
<input type="checkbox"/> Adjustable Rate Rider	1-A Family Rider
<input type="checkbox"/> Adjustable Rate Rider	Conditional Premium Rider
<input type="checkbox"/> Adjustable Rate Rider	Planmed Unit Development Rider
<input type="checkbox"/> Adjustable Rate Rider	Ride Improvement Rider
<input type="checkbox"/> Adjustable Rate Rider	Biweekly Payment Rider
<input type="checkbox"/> Adjustable Rate Rider	Second Home Rider
<input type="checkbox"/> Adjustable Rate Rider	V.A. Rider
<input type="checkbox"/> Adjustable Rate Rider	Other(s) [Specify]