

# UNOFFICIAL COPY

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AFTER RECORDING MAIL TO:

WEST AMERICA MORTGAGE COMPANY  
SOUTH, 660 MIDWEST ROAD  
OAKBROOK TERRACE, IL 60181

ITI  
BOX 97

LOAN NO. 00090431 # 9012 PREMIER PARTNERSHIP II CORP. (THE LENDER)  
MORTGAGE BY EVERARDU VILLASEÑOR, HUSBAND AND WIFE, FRANCISCO GARCIA, HUSBAND AND WIFE  
OF THE PROPERTY OF THE BORROWER LOCATED AT 6428 S. MARQUETTE RIDGE, OAKBROOK TERRACE, IL 60181

(Space Above This Line For Recording Date)

BORROWER ACKNOWLEDGES THAT HE HAS READ THE PREVIOUSLY SIGNED PRELIMINARY STATEMENT OF TERMS AND CONDITIONS FOR THIS MORTGAGE

E.V. THIS MORTGAGE ("Security Instrument") is given on April 15, 1994. The mortgagor is EVERARDU VILLASEÑOR, MARIA DE VILLASEÑOR, HUSBAND AND WIFE, FRANCISCO GARCIA, HUSBAND AND WIFE, JOSEFINA VILLASEÑOR, WITNESSES BORROWER'S BUSINESS. BORROWER'S ADDRESS IS 6428 S. MARQUETTE RIDGE, OAKBROOK TERRACE, IL 60181. ("Borrower").

This Security Instrument is given to WEST AMERICA MORTGAGE COMPANY, A COLORADO CORPORATION, D/B/A PREMIER PARTNERSHIP II CORP., WHOSE ADDRESS IS 660 S. MIDWEST, SUITE 460, ENGLEWOOD, COLORADO 80111 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thirteen Thousand Eight Hundred Thirty Two Dollars and no/100

Dollars (U.S. \$ 113,832.00). 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 May 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 29 IN BLOCK 14 IN MARQUETTE RIDGE, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 133 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

TAX ID # 19 22-119-020 VOLUME 1899 page(s) per volume filed on May 16, 1994. This instrument is subject to prior existing encumbrances, liens or other interests and will be recorded in the office of the Register of Deeds, County of Cook, Illinois. The title to the property is held in fee simple absolute by Borrower. Borrower has agreed to deliver possession to Lender on the date of recording of this instrument. The property is described as follows: DEPT 00 RECORDING DEPT 00 \$31.00 700014 TRAN 1486 04/21/94 11156100 92361 44358946 COOK COUNTY RECORDER

As a further covenant and condition of this instrument, Borrower agrees to keep the property free from encumbrances, liens or other interests and to defend the property against all persons in fee simple absolute title thereto. Borrower agrees to pay taxes, assessments, license fees, insurance premiums, insurance deductibles, utilities and all other expenses relating to the property ("Property"), which has the address of 6428 S. MARQUETTE RIDGE, OAKBROOK TERRACE, IL 60181, Illinois ("Property Address"); and to defend the property from all persons claiming any right, title or interest in it. If Borrower fails to do so, Lender may sue to enjoin such acts or to recover damages therefor.

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 sole of the entire 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.

THIS DOCUMENT IS NOTARIZED AND NOTARIAL SEAL IS AFFIXED

ILLINOIS-SINGLE FAMILY-PINNA/PHILMIC UNIFORM INSTRUMENT  
ISCS/CMD/ML/091/3014(9.90)-1 FORM 3014 9/90

31.00

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FORM 301/9/90

SECTION-SINGLE FAMILY RAILWAY-MINING INSTRUMENTS  
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BSCMDT/1/019/0149-901.

Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, Borroower shall keep the improvedments now existing or hereafter erected on the land under my Leender's option, obtain coverage to protect Leender's rights in the Property in accordance with Leender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, for the period that Leender reclaims, for which Leender requires insurance which insures the claim by the Borrower, Leender shall be entitled to the amount paid by the Borrower plus expenses incurred in including floods or flooding, for which Leender requires insurance. This insurance shall be maintained in the amounts and for the period of time specified in the Note, until the Leender's right to sue for damage to the property is excluded by law.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the filing of notice, a lien which may attain priority over this Security instrument, Leender may give Borrower a notice indefinitely holding the lien, Leender subsequently the lien to this Security instrument, if Leender determines that any part of the Property is subject to operation to prevent the occurrence of the event, or (c) secures from the holder of the lien an agreement allowing Leender to pay the lien by, or demands payment in full, legal proceedings which in the Leender's opinion good faith to writing to the party to the obligation received by the lien in a manner acceptable to Leender; (d) commences an action to recover the principal amount of the payment over this Security instrument unless Borrower: (a)

Leender recycles the payment evidence the payment, or be paid under this Paragraph. If Borrower makes these payments directly to the person owed payment, Borrower shall promptly furnish to Leender all documents to pay him on time directly to the person owed payment, or if not paid in full timely, Borrower shall

property which may attain priority over this Security instrument, and leasehold payment or ground rents, if any.

4. Charges: Leender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

under Paragraph 2: third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

Upon payment in full of all sums accrued by this Security instrument, Leender shall promptly refund to Borrower any sum accrued by this Security instrument.

Funds held by Leender, if, under Paragraph 2, Leender shall refuse or fail to pay the principal amount due, Leender shall make up the deficiency in no more than twelve months, in Leender's sole discretion.

and, in such case Borrower shall pay to Leender the amount necessary to make up the deficiency. Borrower shall make by Leender at any time to pay the principal amount due, Leender may do nothing Borrower in writing, Borrower for the excess funds in accordance with the terms of applicable law, if the amount of the funds held

If the funds held by Leender exceed the amount paid pursuant to the applicable law, Leender shall account to Leender, showing credits and debits to the funds each debit to the funds was made, if the funds held by Leender are paid on the principal amount due, Leender shall accumulate of the funds, an annual accounting of the required to pay Borrower any interest or earnings on the funds. Borrower and Leender may agree in writing, however, providers otherwise, unless an agreement is made or applicable law.

Leender to make such a claim; however, Leender may require Borrower to pay a one-time charge for an account, or verbally the funds, unless Leender pays Borrower for holding and applying the funds, annually using the

(including Leender, if Leender is such an institution) or in any federal loan from Loan Bank, Leender shall apply the funds to applicable law.

The funds shall be held in the institution whose depositors are insured by a federal agency, including initially, or entirely, Borroower to Leender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance fees, (RBSPA), unless another law that applies to the funds to Leender may exceed the maximum amount of 1974 as amended from time to time, 12 U.S.C., 260ff.

under the federal Equal Credit Opportunity Act a federal mortgage loan may require for Borrower a credit worthiness exceeding the maximum amount a lender for a federal mortgage loan may require for Leender to hold funds in an amount not to exceed the items are called "federal items". Leender may, at any time, collect and hold funds in accordance with the rules of current and reasonable estimates of expenditures of future federal items or otherwaise in accordance with

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Leender, Borrower shall pay Note.

the principles of and interests on the debt evidenced by the Note and any preparation and tax liability pay when due.

1. Payment of Prejudgment and Interest: Prejudgment and late Charge, Borrower shall pay when due

UNIFORM CIVILANTS, Borrower and Leender covered and agree as follows:

lumped variables by jurisdiction to constitute a uniform security instrument covering general property.

THIS SECURITY, INSTRUMENT combines uniform covenant for national use and non-uniform covenants with

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LOAN NO. 00090431 196

S-4-13-15-8-V-1-8  
10/28/2014 10:00 AM - PREPARED BY GLENDA LARSEN/CLERK

1. 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.

2. 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.

3. 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.

4. **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 forcible 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.

5. **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, those 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.

6. **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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods 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.

7. **Complaints.** The bringing of any action or suit in any court of competent jurisdiction against the Borrower or Lender relating to the title to the subject property or to the enforcement of the terms of this instrument.

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FORM 1 OF 4  
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R22/NO/9-SINGLIA RAILWAY/INT/AG/10914/90-1

in it is valid or transferred (or if a beneficial interest is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums received or of the property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is valid or transferred (or if a beneficial interest is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums received or of the property or a Beneficial Interest in Borrower.

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

Note are declared to be severable.

Note can be given effect without the conveyancing provision. To this end the provisions of this Security Instrument and the Note which can be given effect without the conveyancing provision.

17. **Conveyance of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is valid or transferred (or if a beneficial interest is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums received or of the property or a Beneficial Interest in Borrower.

18. **Conveyancing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located, in the event that any provision of this Security Instrument or of the

jurisdiction in which the Property is located, in the case of change of this Security Interest in Lender or the

Property Address or any other address Borrower designates by notice to Lender, Any notice to Lender given by

mail to Lender, a address stated herein or any other address designates by notice to Borrower. Any

first class mail to Lender, a address stated herein or any other address designates by notice to Borrower.

Property Address or any other address given by notice to Lender, Any notice to Lender given by

mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

Lender. Any notice to Borrower provided for in this Security Interest in Lender shall be given by deliverying it to by

will be treated as a partial payment without any prepayment charge under the Note.

principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces the reduction

exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by

necessary to reduce the charge to the permitted limits; then: (a) any such loan charge shall be reduced by the amount of

concession with the loan exceeded the permitted limits; then: (b) any such loan charge will be reduced to the amount of

charges, and this law is fully interpreted so that the interest or other loan charge will be collected in

charters, if this loan secured by this Security Interest in a subject to a law which sets maximum loan

instrument of the Note without limit for a consecutive month.

Borrower may agree to extend, modify, forfeit or make any accommodation with regard to the terms of this Security

not personally obligated to pay the sum secured by this Security Note; and (c) agrees that Lender and any other

mortgage, grant and convey; that Borrower's interest in the Property under the terms of this Security

provisions of paragraph 17, Borrower's co-owners and successors shall be joint and several. Any Borrower who

this Security instrument shall be liable under the successors or other and Borrower, subject to the

12. **Successors and Assumpsit Bound; Joint and Several; Liability; Co-signers.** The co-owners and agreements of

any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

time for payment otherwise modally amountion of the sum secured by this Security instrument only to

successors shall not be required to assume liability of the original Borrower or Borrower's successors in

interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in

mortgagation of amortization of the sum secured by this Security instrument granted by Lender to any successor in

11. **Borrower Not Relieved; Enforceable by Lender Note a Waiver; Extension of the time for payment of**

payments.

make on award of costs a claim for damages, Borrower fails to respond to Lender within 30 days after the date

of the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to

make on award of costs a claim for damages, Borrower fails to respond to Lender within 30 days after the date

make on award of costs a claim for damages, Borrower fails to respond to Lender or note when due,

Property or to the sum secured by this Security instrument, whether or not when due.

unless Lender and Borrower otherwise agree in writing, may apply the proceeds to principal shall not exceed or

extend or to the date of the monthly payments referred to in paragraphs 1 and 2 of claims the amount of such

unless Lender and Borrower otherwise agree in writing, may apply the proceeds to principal shall not exceed or

make on award of costs a claim for damages, Borrower fails to respond to Lender within 30 days after the date

make on award of costs a claim for damages, Borrower fails to respond to Lender or note when due.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to

make on award of costs a claim for damages, Borrower fails to respond to Lender or note when due.

unless a applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security

amount of the sum secured immediately before the taking, unless a Borrower and Lender otherwise agree in writing or

taking of the Property in which the fair market value of the Property immediately before the taking is less than the

value of the Property before the taking. Any balance shall be paid to Borrower, in the event of a partial

writing, the sum accrued by this Security instrument immediately before the taking, divided by (b) the fair market

value of the sum accrued by the sum secured by this Security instrument immediately before the taking, divided by the

sums accrued by this Security instrument immediately before the taking, unless a Borrower and Lender otherwise agree in

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the

instrument, whether or not when 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 less than the amount of the

Instrument of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security

and assigned and shall be paid to Lender.

any condominium or other taking of any part of the Property, or for convenience in lieu of condominium, are hereby

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with

any condemnation or inspection of the time of or prior to an inspection specifically resulting from cause for the inspection.

9. **Inspection.** Lender or his agent may make reasonable entries upon and inspections of the Property, Lender shall

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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 those 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.

At least 10 minutes (for 100 pages or less)

At least 10 minutes (for 100 pages or less)

At least 10 minutes (for 100 pages or less)

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WORKS 3014 9/90

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11/11/1990-AUGUSTA-PARADE-MANUFACTURING INSTRUMENT

<p>24. Riders to this Security Instrument, 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. [Check applicable box(es)]</p> <p><b>24. Riders to this Security Instrument, 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. [Check applicable box(es)]</b></p> <p style="text-align: right;">943569</p>	<p>BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.</p> <p>BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.</p> <p>Witnesses:</p> <p style="text-align: center;">STATE OF ILLINOIS.</p> <p style="text-align: center;">I, MARY ANN EVERARDO, Notary Public in and for said County and State do hereby certify that EVERARDO, MARY ANN EVERARDO, WILLASSENOR, FRANCISCO GARCIA and JOSEFINA, HUSBAND &amp; WIFE personally known to me to be the same person, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.</p> <p style="text-align: center;">Given under my hand and official seal, this 15th day of April, 1994</p> <p style="text-align: center;">My Commission expires</p> <p style="text-align: center;">NOTARY PUBLIC MARY ANN EVERARDO ILLINOIS STATE OF ILLINOIS OAKBROOK TERRACE, IL 60181 1 SOON 660 MIOCESI ROAD DRAFTAGE COMPANY</p> <p style="text-align: center;">MORTGAGE</p> <p style="text-align: center;">MORTGAGE AND ULTIZATOR OFFICIAL SEAL.</p> <p style="text-align: center;">(Signature)</p>
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