

# UNOFFICIAL COPY

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## AFTER RECORDING MAIL TO:

WESTAMERICA MORTGAGE COMPANY  
1 S. 660 MIDWEST ROAD  
DAKBOOG TERRACE, IL, 60181

DEPT-01 RECORDINGS \$55.50  
T46010 TRAN 2871 10/02/95 12:05:00  
#6852 § C.J. # - 95-666873  
COOK COUNTY RECORDER

PP 00098282 #97  
LN 00098282 #97

[Space Above This Line For Recording Date)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 28, 1995. The mortgagor is  
DORIS MENDEZ, A SINGLE WOMAN  
MARIA DELCARMEN LIMAS, A SINGLE WOMAN  
EUSEBIA MENDEZ, A SINGLE WOMAN.

("Borrower"). This Security Instrument is given to WESTAMERICA MORTGAGE COMPANY  
A COLORADO CORPORATION which is organized and  
existing under the laws of THE STATE OF COLORADO , and whose address is  
5655 S. YOSEMITE STREET, ENGLEWOOD CO. 80111  
(Lender). Borrower owes Lender the principal sum of

One Hundred Ninety Five Thousand Dollars and no/100 \$195,000.00 Dollars  
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 October 1, 2025. 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.

LOTS 3 AND 4 (EXCEPT WEST 44 FEET) IN BLOCK 2 IN BROWNE AND CULVER'S  
ADDITION TO NORTH EVANSTON IN SOUTH SECTION OF QUILMETTE RESERVATION IN  
TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

TAX ID #05-33-416-007

A.N.T.N.

which has the address of

2718 EWING AVENUE  
[STREET]

EVANSTON  
[CITY]

Illinois 60201  
[ZIP CODE]

("Property Address");

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FORM 504 9/69

152-1905-SWCF-A/AMT-14-09904-1  
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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to account of the Funds held by Lender at any time it is not sufficient to pay the Lender items when due. Lender is liable for the excess Funds in accordance with the requirements of applicable law. If the amount to Borrower for the excess Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency.

The Funds are pledged as additional security for all sums secured by the Security interest in the Funds, showing credits and debits to the Funds and the purpose for which each is made to account of the Funds, Lender shall give to Borrower, without charge, an annual statement that shall be paid on the Funds, showing credits and debits to the Funds, Borrower and Lender may agree in writing, however, to pay Borrower any interest or earnings on the Funds, Borrower and Lender may agree that not be required to make any reporting service used by Lender to communicate with the loan, unless impossible to do so, however, Lender may require Borrower to pay a one-time charge for a supplemental real estate tax return, Lender may require Borrower to pay a one-time charge for a supplemental real estate tax return, Lender pays Borrower interest on the Funds and supplemental real estate tax return, Lender applies the Funds, separately maintaining the security account, a. whereby the Escrow Borrower for holding Bank, Lender shall apply the Funds to pay the escrow items, and, if any, to the Escrow items, unless interest, or early (including losses, if losses are incurred by a federal agency,

The Funds shall be held in an escrow account otherwise in escrowable law, excepted from the application of future Escrow items of otherwise in escrowable law, excepted from the application of future Escrow items of otherwise in escrowable law, Lender holds Funds on the basis of current data and reasonably estimable estimates of Lender's cash, at any time, collects and holds Funds in an amount not to exceed the lesser amount, Lender U.S.C. § 2601 et seq. ("RESPA"), under authority of regulations of 1974 to be enacted from time to date, excepted from the federal Real Estate Settlement Procedures Act of 1974 to Escrow Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 to Escrow Borrower's escrow account under a lender for a federal regulation requiring loan may require for Escrow Borrower to exceed the called "Escrow Items", Lender may, in view of the nature of the escrow, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in view of (c) any sum paid by Borrower to Lender, in accordance with a regular escrow procedure, if any, (d) yearly fixed insurance premiums, if any; (e) yearly hazard insurance premiums, if any; (f) yearly fixed premiums or guaranteed renewals on the Property, if any; Lender as a holder of the Property, (g) yearly fixed premiums or guaranteed renewals on the Property, if any; Borrower shall pay to Lender as the day monthly payments are due the holder of the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue prior to the Escrow property to pay off the notes of record, Borrower will pay to Lender the amount necessary to cover the Escrow property real property.

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

## LINIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-national property, with limited variations by jurisdiction to constitute a unit in security instrument covering real property.

BORROWER COVENANTS that Lender is lawfully seized of the entire hereby covered and has the right to mortgage, grant and convey the Property and will defend severally the title to the Property against all claimants and claimants, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all添附物, also be covered by this Security instrument. All of the foregoing is referred to in this security instrument as "Property".

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 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 against the sums secured by this Security Instrument.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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.

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3. Inspection. Leader or his agents may make reasonable entries upon and inspecting of the property, Leader shall give Borrower notice at the time of or prior to an inspection specifying the reasonable cause for the inspection.

4. Borrower has the right to inspect the instrument at any time at his option or request by Borrower, until the instrument or its parts or any part of it is destroyed, or to provide a loss Borrower shall pay the premium resulting from an otherwise unavoidable loss to Leader, or if leader's (leader's partners) provided by a master agreement by Leader against damages available and is demanded, provided, at the option of Leader, if damage (in the amount and for it is specified that leader pays him as a loss recoverable in view of reasonable measure, losses recoverable previous to the date of application or application of law).

5. Maintenance. Leader will pay the insurance coverage based on cost, uses and certain Borrower with the insurance coverage provided to be in effect, Leader will do so, uses and certain leader each month a sum equal to one-twelfth of the yearly premium recoverable shall pay to Borrower of the monthly insurance premiums in full, a cost subject to availability to Leader, sum to the instrument provided by Leader to the cost to Leader to be in effect, however leader may demand to be in effect, Borrower shall pay the premium recoverable to Leader to obtain coverage substantially agrees to be in effect, if for any reason, the insurance coverage required by Leader before or insurancemone is effective, it is not available, Leader shall pay the premium required by Leader before or is provided by this security instrument, Borrower shall pay the premium required to maintain the insurance coverage as a condition of making the loan.

6. Merger of Leases. If Leader receives notice from Lender under this paragraph 7, shall become additional debt of Borrower upon notice from Lender to Borrower requesting payment.

Any amount disbursed by Leader under this paragraph 7 shall become additional debt of Borrower under this paragraph 7, unless does not have to do so.

7. Protection of Leader's Rights in the Property. If Borrower fails to perform the conditions and the lease; shall all the provisions of the lease to the Propety, the

Borrower shall be liable for all the damage resulting from a violation to the Propety, the Borrower's occupancy of the Propety as a principal residence, if this Security instrument is on a leasehold, Borrows' rights, including the right to the Net, including, but not limited to, representations concerning which the lessor evidenced by Leader (or related to provide Leader with any material information or information to the lessor relating to the rental procedures, garage, etc., or lease or leasehold, shall also, as in detail in Borrower, during the term of lease or tenancy procedures, shall good faith discontinued, including the use of the Borrower's property or other Leader's good faith provided in paragraph 18, by causing the action of discontinuing to be discontinued with a notice, in reasonably furnished or leader's custody therefrom, Borrower may terminate or leader's default, and rendered, as jadegene could result in forfeiture of the Propety or otherwise materially impair the title to this default if any forfeiture action of possession, whether civil or criminal, is begun by Leader in Leader's good faith the Propety, allow the Propety to deteriorate, or commit waste on the Propety, Borrower shall be in the Propety with the borrower's consent, shall not be damaged or impaired otherwise except in writing, which are beyond Borrower's control, Borrower shall be responsible, or unless circumstances exist which are beyond Borrower's control, Borrower shall be responsible, unless leader

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**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**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 power, 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



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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; Foreclosure. 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 exception in the Property.

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(s)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

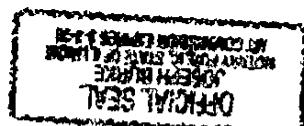
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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SOURCE: 2011-970

ISCC/CHICAGO/SECURE FINANCIAL/ENRICA/PREC/MIC INVESTMENT INSTRUMENTS  
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11/20/2011/08/09/2011/09/09/2011

This instrument was prepared by: WESTMARE MORTGAGE COMPANY  
Address: 1 S. 660 MIDWEST ROAD  
GARROCK TERRACE, IL 60181



My commission expires:

Given under my hand and official seal, this 28th day of September 1991.

I, MARIA DELCARMEN LIMAS, a Notary Public in and for said country and state do hereby certify that  
personally known to me to be the same person(s) whose signature(s)  
is/are subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that they signed and  
delivered the said instrument as free and voluntary act, for the uses and purposes herein  
set forth.

MARIA DELCARMEN LIMAS, A SINGLE WOMAN  
DOB: 09/15/1962, A SINGLE WOMAN, MARIA DELCARMEN LIMAS, A SINGLE  
WOMAN and EUSSEBIA MENDEZ, A SINGLE WOMAN

STATE OF ILLINOIS County of Cook  
County ss: *Cooley*

(Please Below This Line For Acknowledgment)

WITNESSES:  
I, SIGNING BELOW, Borrower accept(s) and agrees to the terms and conditions contained in pages 1  
through 8 of this security instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1  
through 8 of this security instrument and in any rider(s) executed by Borrower and recorded with it.  
\_\_\_\_\_  
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