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95675793

DEPT-01 RECORDING \$31.50
T40011 TRAN 8409 10/04/95 15:51:00
46711 : RV *-95-675793
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE is made this 27TH day of SEPTEMBER , 1995 , between the Mortgagor,
JOHN PAZ, JR AND RAMONA PAZ, HIS WIFE EACH AS TO AN UNDIVIDED 1/2
INTEREST AS TENANTS IN COMMON

(herein "Borrower"), and the Mortgagee,

UNITED COMPANIES LENDING CORPORATION
existing under the laws of LOUISIANA

, a corporation organized and
, whose address is

2001 MIDWEST RD., STE. 310, OAKBROOK, IL 60521

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 10,400.00 , which
indebtedness is evidenced by Borrower's note dated SEPTEMBER 27, 1995 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not
sooner paid, due and payable on OCTOBER 1, 2005 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey
to Lender the following described property located in the County of COOK
State of Illinois:

REFER TO ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

Loring Co.
415 N. LaSalle / suite 402
Chicago, IL 60610

EC153397

95675793

which has the address of

4136 S CLINTON
(Street)

STICKNEY
(City)

Illinois 60402

(herein "Property Address");

[ZIP Code]

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP-2076(IL) 19403

Form 3814
Amended 3/94

VMP MORTGAGE FORMS 1800521-7291

Page 1 of 5

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Jef R.P.

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such up-front shall not be non-negotiable without Lender's consent. All insurance policies and renewals thereafter shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereafter, subject to the terms of any mortgage, credit or trust or other security agreement which a Lender which has priority over this Mortgage.

5. Hazard 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 such other hazards as Lender may require and in

paragraph 2 hereof, when so interest payable on the Note, and then to the principal of the Note.

3. Application of Pyramids. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under

any amount necessary to make up the deficiency in one or more of the payments as defined in my lease.

If Borrower pays Funds to Lender or a trustee of a trust holding the Funds shall be held in an institution the depositories or accounts of which are insured by the Federal Deposit Insurance Corporation, Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, and account of very large and complicated said assessments and bills, unless Lender pays Borrower interest on the Funds and up to date law permits Lender to make such a charge; Borrower and Lender may agree in writing at the time of execution of this Mortgage that a trustee of the Funds shall be paid to Borrower, and Lender shall be paid to the Funds and up to date law permits Lender to make such a charge; Borrower and Lender may agree in writing at the time of application of this Mortgage for which each debt to the Funds was made. The Funds are pledged as additional security for the sums Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debts to the Funds, Lender shall pay to the Funds, and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums Funds.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, a suit
lender on the day monadly payments of principal and interest are payable under the Note, until the Note is paid in full, a suit
(herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit
development assessments, if any) which may attain priority over this Mortgagage and ground rents on the Property, if any, plus
one-twelfth of yearly premium insurance payments for hazard insurance, plus one-twelfth of yearly premium insurance
payments for liability and from time to time by Lender on the basis of assessments and bills an
irrecoverable estimate, if any, all as reasonably estimated initially and from time to time by Lender to Lender to the extent the
borrower makes such payment or dead of trust if such holder is an institutional lender.

1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

Borrower conveys that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and transfer the property.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as "the property".

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It is understood the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sum, secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law or state law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be delivered by mailing such notice by certified mail addressed to Borrower delivered to in this Mortgage; (b) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner described herein.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement which a lien

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage; unless, at Lender's Borrower and Lender agree to other terms of payment such amounts shall be payable upon demand of Lender to Borrower requesting payment thereon. Nothing contained in this paragraph 7 shall require Lender to incur or expense of take any action hereunder.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appropriate disbursements, including reasonable attorney fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirements in accordance with Borrower's and Lender's written agreement.

6. Preservation and Maintenance of Property; Leasesholds; Condominiums; Planned Unit Developments. ~~Section 6~~
by this Mortgagee.

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.

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ADDENDUM

ATTACHED HERETO AND MADE A PART HEREOF ILLINOIS MORTGAGE

LEGAL DESCRIPTIONS

LOT 16 (EXCEPT THE NORTH 12 FEET THEREOF), LOT 17 (EXCEPT THE SOUTH 12 FEET THEREOF) IN BLOCK 9 IN OAK PARK AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE FOLLOWING BLOCKS AND PARTS OF BLOCKS IN E.F. SHOTWELL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO-WIT: BLOCKS 1 (EXCEPT THE NORTHEAST 1/4 THEREOF) BLOCKS 2,4 AND 5 AND BLOCK 6 (EXCEPT THE NORTHWEST 1/4 THEREOF AND EXCEPT THE SOUTH 156 FEET OF THE EAST 1/2 FEET THEREOF) BLOCK 7 (EXCEPT THE NORTH 1/2 AND EXCEPT THE NORTH 30 FEET OF THAT PART OF THE SOUTH 1/2 THEREOF, LYING EAST OF THE EAST LINE OF ALLEY), BLOCKS 8,9 AND THE NORTH 249.19 FEET OF THE WEST 1/2 OF BLOCK 10 AND ALL OF BLOCK 11, IN COOK COUNTY, ILLINOIS.

PIN#19-06-115-029

LLC

Jef
J.R.P.

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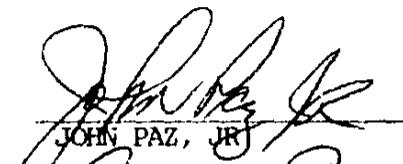
32675796

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

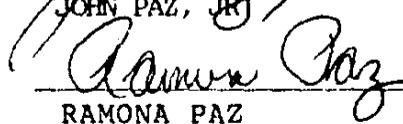
IN WITNESS WHEREOF, Borrower has executed this Mortgage.



JOHN PAZ, JR.

(Seal)

-Borrower



RAMONA PAZ

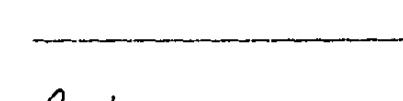
(Seal)

-Borrower



(Seal)

-Borrower



(Seal)

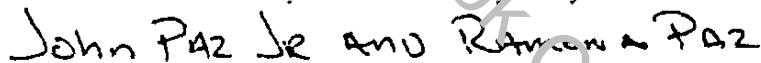
-Borrower

(Sign Original Only)

STATE OF ILLINOIS,

I, the undersigned

a Notary Public in and for said county and state do hereby certify that



Cook

County ss:

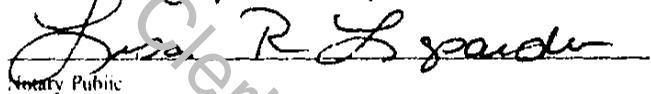
(Sign Original Only)

, personally known 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 The ⁴ signed and delivered the said instrument as the ⁴ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

27th day of Sept. 1995.

My Commission Expires:



Lisa R. Lopardo
Notary Public

This Instrument was prepared by:

TESS KARAGIANIS
UNITED COMPANIES LENDING CORP
2001 MIDWEST RD., STE 310
OAK BROOK, IL 60521

"OFFICIAL SEAL"
Lisa R. Lopardo
Notary Public, State of Illinois
My Commission Expires April 30, 1997

95675793

