

95733461

Nation's Title Agency of Illinois, Inc.  
 246 E. Janata Blvd. Ste. 300  
 Lombard, IL 60148

95-4830

DEPT-01 RECORDING \$33.50  
 T#0009 TRAN 9531 10/26/95 15:37:00  
 #1163 + MH \*-95-733461  
 COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE is made this 17TH day of OCTOBER 1995, between the Mortgagor, JOSEPH PARRA JR. AND MARY J. PARRA, HUSBAND AND WIFE, AS JOINT TENANTS (herein "Borrower"), and the Mortgagee, G.E. CAPITAL MORTGAGE SERVICES, INC., a corporation organized and existing under the laws of NEW JERSEY whose address is 3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08034-0389 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U. S. \$ 12,850.00 which indebtedness is evidenced by Borrower's note dated OCTOBER 17TH, 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 23RD, 2010;

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:

Property Tax Index Number: 19-07-406-015

SEE SCHEDULE 'A' ATTACHED

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:  
 3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08002

which has the address of 5157 S NATCHEZ,  
 (Street)

CHICAGO  
 (City)

Illinois 60638 (herein "Property Address");  
 (Zip Code)

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT  
 40291 (9-94)

Form 3814 (Page 1 of 6)

33602

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402912 (9-94)

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Form 301a (Page 2 of 6)

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender shall apply, unless all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds upon payment in full of all sums secured by this Mortgage.

Lender may require.

they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said amount out of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

Funds are pledged as additional security for the sums secured by this Mortgage.

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay any aggregate in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and may agree in writing to pay said taxes, assessments, insurance premiums and ground rents. Lender shall apply to Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender pays Borrower interest on the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender and applying the Funds, insuring the Funds, including Lender is such an institution) Lender shall apply insured or guaranteed by a Federal or state agency (including Lender is such an institution) Lender shall apply to pay such amounts to Lender in all institutions the deposits or accounts of which are

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are held by Lender is an institutional Lender.

deed of trust if such holder is an institutional Lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable costs thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonable initially and from time to time by Premium unit development assessments, if any, may affect priority over this Mortgage and ground rents on the property, if any, plus one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may affect priority over this Mortgage and ground rents on the property, if any, plus one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of yearly

in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, plus one-twelfth of yearly taxes and assessments, if any) which may affect priority over this Mortgage and ground rents on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay indebtedness evidenced by the Note and late charges as provided in the Note.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Borrower conveys the Property, and that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, granted and conveys that Borrower warrants and that the Property is unencumbered, except for encumbrances of record, Borrower covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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 hereby referred to as the "Property."

and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are

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the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and last to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof 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 renewal thereof subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Presentation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

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 appearances, disburse such sums, including reasonable attorneys' 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 requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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 Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereon. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with  
ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT  
40291A (9-94)

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16. Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property or any interest with improvements made to the Property.
17. Claims of debtors which Borrower may have against parties who supply labor, materials or services in connection with their, claims of debtors which Borrower may deliver to Lender, in a form acceptable to Lender, an assignment of any may require Borrower to execute and deliver to Lender, or other lessee which Borrower enters into with Lender, at Lender's option, improvement, repair, or other lease arrangement with which Borrower shall fulfill all of Borrower's obligations under any home rehabs.
18. Rehabilitation Loan Agreement, Borrower shall furnish a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
19. Borrower's Copy, Borrower shall be furnished a conforming copy of the Note and of this Mortgage at the time of herein.
20. Costs, expenses, and attorney's fees, include all sums to the extent not prohibited by applicable law or limited provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, provision shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the Note and the provisions of this Mortgage or the Note which applies to this Mortgage, in the event that any provision of this Mortgage or clause of this Note conflicts with applicable law, such jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage.
21. 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. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
22. Notices, 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 given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or such other address as Borrower may designate in the Note provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided for in this Mortgage.
23. 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 to this Mortgage.

24. Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to the Note, modified, forbear, or make any other accommodations with regard to the terms of this Mortgage or may agree to extend, modify, forbear, or make any other this Mortgage, and (c) agrees that Lender and any other Borrower hereunder not personally liable on the Note or under this Mortgage, and (d) is co-signing this Mortgage.

25. Mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is general, subject to the provisions of paragraph 16 above, All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Borrower, and (c) is co-signing this Mortgage only to Lender under the terms of this Mortgage.

26. Contaminated shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 above, The covenants and agreements herein contained shall operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest.

27. Successors and Assigns Bound; Joint; Several Liability; Co-signers, The covenants and agreements herein remedied, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy, or otherwise modified by Lender in interest. Any borrower in interest may exercise any right or remedy original Borrower and Borrower's successors in interest of the sums secured by this Mortgage by reason of any demand made by the payment of otherwise modified proceedings against such successor or refuse to extend time for Lender shall not be liable for liability of the original Borrower and Borrower's successors in interest.

28. Lender not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower hereby assented and shall be paid to Lender to any successor in interest of Borrower with a lien which has priority over this Mortgage.

29. Any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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account only for those rents actually received.

bonds and reasonable attorney's fees, and when to the sums secured by this Mortgage. The receiver shall be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or

19. Assignment of Rents; Appointee of Receiver. As additional security hereunder, Borrower hereby assigns to in full force and effect as if no acceleration had occurred.

lender's interest in the Property and Borrower, this Mortgage and the obligations secured hereby shall remain unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall continue free; and (d) Borrower takes action as Lender may reasonably require to assure that the Lender's rights, expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in conjunction with Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's expenses of any other covenants or agreements contained in this Mortgage; (e) Borrower pays all reasonable breaches of any time prior to entry of a judgment concerning this Mortgage; (f) Borrower pays Lender all sums which would be due under this Note had no acceleration occurred; (g) Borrower cures all disbursements due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortg-

age to Lender's satisfaction. Notwithstanding Lender's acceleration, all the sums secured by this Mortgage due to Lender shall have the right to have any sums secured by Lender to accelerate after acceleration and file reports.

foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentation, arbitrations and foreclosure this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of declare all of the sums secured by this Mortgage to be immediate, due and payable without further demand and may foreclose. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and sale of the Property. The notice shall further inform Borrower of the right to remitate after acceleration and the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and in the notice such breach must be cured; and (d) that failure to cure such breach on or before the date specified to Borrower, by which time action shall give notice to Borrower, including, foreclosure specified below.

(2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed the breach; (4) the action required to cure such breach; and (5) the date the notice specifies is mailed to Lender prior to acceleration shall give notice to Borrower as provided in paragraph 17 hereof specifying: (1) Mortgage, Lender shall give notice to pay when sums secured by this agreement of Borrower on this Mortgage, including the covenants to pay which are contained in paragraph 16 hereto, upon Borrower's breach of any cov-

17. Acceleration; Remedies. Except as provided in paragraph 16 hereto, upon Borrower's breach of any cov-

NON-UNIFORM COVENANTS. Borrower further agrees as follows:

volve any remedies permitted by this Mortgage without further notice or demand on Borrower.

secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may in period of not less than 20 days from the date the notice is delivered or mailed within which Borrower must pay all sums general law as of the day of this Mortgage.

sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is precluded by person) written consent, Lender may, at its option, require immediate payment in full of all

in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural general law as of the day of this Mortgage.

RECORD AND RETURN TO  
E. CAPITAL HOME EQUITY SERVICES  
ATTN: POST CLOSING DEPT.  
3 EXECUTIVE CAMPUS  
P.O. BOX 5039  
BERRY HILL, NJ 08034-0389

MAIL TO

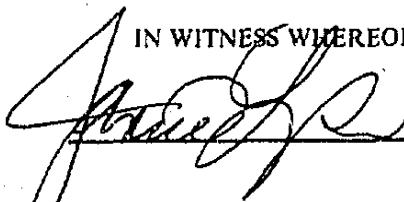
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

**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.



  
JOSEPH PARRA, JR.

(Seal)  
-Borrower

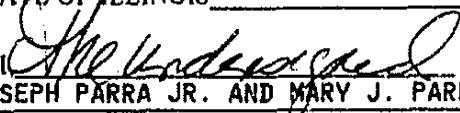
  
MARY J. PARRA

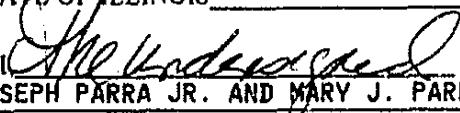
(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS \_\_\_\_\_ County ss:

 Cook

I, 

personally known to me to be the same person(s) whose name(s) 13 subscribed the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as their free voluntary act, for the uses and purposes herein set forth.

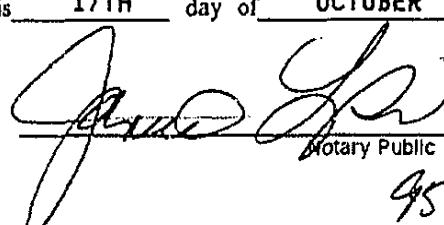
Given under my hand and official seal, this 17TH day of OCTOBER, 19 95

"OFFICIAL SEAL"

My Commission expires: 12/31/2001

ILLINOIS  
NOTARY PUBLIC  
STATE OF ILLINOIS  
NOTARIAL SEAL  
EXPIRES DECEMBER 31, 2001

Notary Public

  
95-6386

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## EXHIBIT "A"

LOT 108 (EXCEPT THE NORTH 84 FEET THEREOF) IN FIRST ADDITION TO BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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