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SUNFIELT NATIONAL MORTGAGE

2974 LBJ FREE WAY DALLAS, HAAS 539 ATTM: FINAL DOCUMENTS DEFI-OL RECORDING

\$31,50

140011 TRAN 8683 10/31/95 14:20:00

\$1687 \$ RV #-95-743128

COOK COUNTY RECORDER

#70.95.00320 181 Space Above This Line For Recording Data]

MORTGAGE

Loan Number 3921608

THIS Not to Act (Specific Instrument") is given on OCTOBER 25, 1995. The mortgagor is SERGIO CAMPUZANO and CELURINA CAMPLEANO, ECSBAND AND WIFE ("Borrower"). This Security Instrument is given to FT MORTGAGE COMPANIES TO A SUNBLE PARTONAL MORTGAGE, A KANSAS CORPORATION, which is organized and existing under the Ews of HIL STATE OF KASSAS, and whose address is 2974 LBJ FREEWAY, SUITE 200, DALLAS, TEXAS 75234 ("Let let") Compared owes Lender the principal sum of ONE HUNDRED FIVE THOUSAND AND 00/100ths Dollars (U.S. 5105, one note that sheet is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides the monthly parameter, with the tail dibt, if not paid earlier, due and payable on NOVEMBER 1, 2010. This Security Institute next sector fielder that the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modified and of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the Security 45 trument; and (c) the performance of Borrower's covenants and agreements under this Security this purpose. Borrower does hereby mortgage, grant and convey to Lender the following described and protest starty, Illinois property loc

LOT 14 IN GARBANIAN ENDEADDITION, BEING A SUBDIVISION OF BLOCK 12 IN B.F. SHOTS: 17. 8 SEED OF SHOW OF THE EAST 1/2 OF THE NOT TWAVES I 1/4 OF SECTION 6 THE ANSIBE IN NORTH, RANGE 13, EAST OF THE THEO! PINCIPAL

MERCHAN AS A CLOSE COUNTY, ILLANOIS

PIN NO. 19-06-124-004

C/ort's Office

P.J.N

LAWYERS TITLE INSURANCE CORPORATION

which has the address of P11 SOUTH GROVE STREET.

STICKNEY

[Chyl

60402 Illine's

("Property Address");

TOGET 4.3. WITH 3.2 the improvements now or hereafter nected on the property, and all easements, appurtenances, and fixtues now a sensal and at of the property. All replacements and additions shall also be covered by this Security Instrument. All of the tops of agency of to in this Security Instrument as the "Property."

BORROWS RECEIVEN ANTS, that Borrower is lawfully second of the estate hereby conveyed and has the right to mortgage, grant and the Property and that the Property is unenconnected, except for encumbrances of record. Borrower warrants and will debia generally use title to the Property against all claims and demands, subject to any encumbrances of record.

ILLI NOIS NO SELECTION CONTRACTOR May Freddig Mac UNIFORM ESSURUMENT

Form 3014 9/90 (page 1 of 6 pages) Amended 5/91

1. 1. 2. 5. 1. S. 1. S.

THIS STATEMENT combines uniform coverants for national use and non-uniform coverants with limited variations by the scheme to constitute a uniform security instrument covering real property.

UNIFORM CONTINUNTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on a coldar monthly payments are due under the Note, and the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground that on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) you a more taken insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provi ions to contain any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related more as foundably require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as arose of from time to time, 12.1. S.C. 5.2601 ct seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount it see Lender may, at any time, collect and hold bonds in an amount not to exceed the lesser amount. Lender may estimate the most of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or other vise in as ordance with applicable law.

The Funds half or as t in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lend r, if the air to real me institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender mas not starge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the below tems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Powever thender may require Borrower to pay a one time charge for an independent real estate tax reporting service used by I challer in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable that requires our earnings on the Funds. Borrower at I fender may agree in wrong, however, that interest shall be paid on the Funds, Lender shall give to Borrower, withe it charge or annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds are pleased as additional security for all sums secured by this Security Instrument.

If the Fig. 1 beld by Usinder exceed the amounts pero itself to be held by applicable law. Lender shall account to Borrower for the uscess itselfs in a solance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the fiscrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of the amount of the amount of the surface and the accessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve mont by paying as an itemstries sole discretion.

Upon personn in the of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, Self-apply and Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Institute.

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

4. Chargest Lieux. Borrower shall pay all taxes, assessments, charges, times and in positions attributable to the Property which may a comprise ity over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person shed payment. Borrower shall promptly furnish to Lender all potices 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 and promptly discharge any lien which has priority over this Security Instrument unless it grower: (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 detend against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement. The heart or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Secure as transact. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Secure as transact. Lender may give Borrower a notice electifying the lien. Borrower shall satisfy the lien or take one or more of the assesses torth above within 10 days of the giving of notice.

5. Hazard of Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured agency based on fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, to sense tender requires insurance. This insurance shall be manifement in the amounts and for the periods that Lender requires. The manifement carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be a reasonable without a without to maintain poverage described above, Lender may, at Lender's option, obtain coverage to sense I ender's rights in the Property in accordance with paragraph 7.

A 1 insulated policies and renewals shall be acceptable to Fender and shall include a standard mortgage clause. Lender shall have the 1615 to hold the policies and reacwals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums, at 1 critical notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may inche most of loss if not made promptly by Borrower.

Unless 1 coder and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property distance of the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is no amountably feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by 100 Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, a come answer within 30 days a notice from I ender that the insurance carrier has offered to settle a claim, then Lender may a check the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security. In trainent, whether or not then due. The 30 day period will begin when the notice is given.

Unless tender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the disc 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 1 ender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property gives to the acquisition shall pass to 1 ender to the extent of the sums secured by this Security Instrument

immediately pro- to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occur a establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Securit Astronomy, and shall continue to occupy the Property as Borrower's principal residence for at least one year after apaney, which consent shall not be unreasonably withheld, or unless amistances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the extendating Property, as a since Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or post values. Abother civil precriminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property of the rank and critically impair the nen created by this Security Instrument or Lender's security interest. Borrower may cure such a stream and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Levil as good faith determination precludes fortenine of the Borrower's interest in the Property or other material impairment of the first created by this Security Instrument of Lender's security interest. Borrower shall also be in default if Borrower, do me the ban application process, gave materially false or inaccurate information or statements to Lender (or failed to provide forester was any material information) in connection with the loan evidenced by the Note, including, but not limited to, represendations, concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasefuld, I was wer shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee who made not merge unless Lender agrees to the mer or my writing

7. Protestion of Lender's Rights in the Property, it Bostower tails to perform the covenants and agreements contained in this Security of property, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in parkinghet, probate, for condemnation or to feture or to inforce laws or regulations), then Lender may do and pay for whatever is processary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying some secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable amothers. Tens and entering on the Property to make repairs. Although Lender may take action under this paragraph

7. Leader dose not have to do so.

Any amounts disbussed by Lender under this paragraph? shall become additional deep of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbussement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the local accured by this Security Instrument. Benoved shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses of crases to be in effect, Borrower shall pay the premiums required to obtain coverage autocardially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost of Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially considered mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-tivelith and constyning mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect fender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments has soa forget be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums respired to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance enais an accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection, I ender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower no was at the tone of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemonation—the proceeds of any award or staim for damages, director consequential, in connection with any condemnation, as other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be parter 1 context.

and a real taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, In the . tion the, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair whether or 3. the Property immediately before the taking is equal to or greater than the amount of the sums secured by this market valu and manuschately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by Security In summent shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount this Society and immediately before the taking, divided by (b) the fair market value of the Property immediately before the of the sum source shall be paid to Horrower. In the event of a partial taking of the Property in which the fair market value of taking Ans amediately before the taking is less than the amount of the sums secured immediately before the taking, unless the Propert Borrower and fiender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums seemed to this Security Instrument whether or not the sums are then due.

If the it are abundanced by Borrower, or if, after active by Lender to Borrower that the condemnor offers to make an aware or see a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender as a confect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by the confect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums.

Unless 1 in and 190 rower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the decided of a manufacture of the decided of the amount of such payments.

11. Borrower Soft Referse I; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amorphation of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to a security instrument granted by Lender to any successor in interest of Borrower shall not occurred by the finishing of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceed by the Security decrument by reason of any demand made by the original Borrower or Borrower's successors in prefers. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any stable or remedy.

12. Success one and Assigns Bunnd; Joint and Several Linbility; Co-signers. The covenants and agreements of this Security In a care shall be denoted the successors and assigns of Lender and Borrower, subject to the provisions of paragraph and several successors and assigns of Lender and Borrower, subject to the provisions of formers as covenants and agreements (half be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's a section the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by Instrument; and (c) agrees that Lender has any other Borrower may agree to extend, modify, forbear or make any as a section in with regard to the terms of this Security instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is sinject to a law which sets maximum loan charges, and that law its safety interpreted so that the interest or other loan charges of dected or to be collected in connection with the loan exceed the magnifed sames, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permetted law, and the any sames already collected from Borrower which exceeded permitted limits will be refunded to Borrower. In the max choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. In the maximum content of the maximum and reduces principal, the reduction will be treated as a partial proper ment without any prepayment charge under the Note.

14. Notices of Arm a specific Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first cl. and mass applicable law requires use of another method. The notice shall be directed to the Property Address or any other seal as the rower designates by notice to Lender. Any notice to Lender shall be given by that class mail to Lender's address state of a term or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument and to deceased to have been given to Borrower or Lender when given as provided in this paragraps.

15. Governing than: Severability, this Security Instrument shall be governed by federal law and the law of the jurisdiction in which to the opening a 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 Cupy. 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 translated on the beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lend t's property of the property. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument of wester that option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument.

It Lend to concess this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not tess man by large from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security this content. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

18. Borrow a'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 a statement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a statement; before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a statement; this Security Instrument, Those conditions are that Borrower: (a) pays Lender all sums which then would be star in this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or present this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or present this security Instrument and the lien of this Security Instrument and the sums secured by this Security Instrument shall contribute and the property and Borrower; (b) Security Instrument and the obligations secured hereby shall remain fully effect of the acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paraging apin.

Instrument the local temper of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) the local temper of times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan servicer of our collects monthly payments due under the Note and this Security Instrument. There also may be one or to the loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given writt a some of the charge in accordance with paragraph 13 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: a gred by applicable law.

Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous among the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property that some storage of the Property small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to the Property of the Property.

government of the gody give Lender written now of any investigation, claim, demand, lawsuit or other action by any government of a regulatory agency of private party involving the Property and any Hazardous Substance or Environmental Law any remove a constant of any Hazardous Substance of the ting the Property is necessary, Borrower shall promptly take all no easily a constant of the same accordance with Environmental Large.

As user this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental that the following substances: gasoling, kerosene, other flammable or toxic petroleum products, toxic petroleum contains and this caragraph 20, I in gouinental haw' means federal laws and laws of the jurisdictoral where the Property is located that relate to health, so the group mental protection.

NON 1834 ORN COVENANTS. Borrower and Lender further covenant and agree as fellows:

- 21. Accountion. Remedies, Lender shall give notice to Borrower prior to acceleration tollowing Borrower's broach of any covernment 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; as \$4.5 that failure to cure the default on on before the date specified in the notice may result in acceleration of the sums secured by \$2.6 Security Instrument, foreclosure 65 judicial proceeding and sale of the Property. The notice shall further inform Borrower of (b) 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 a celeration and fureclosure. If the default is not cored on or before the date specified in the notice, Lender at its uption may asymptor unmediate payment in full of all soms secured by this Security Instrument without further demand and may torred to this Security Instrument by judicial proceeding, I ender shall be entitled to collect all expenses incurred in pursiong the sounded in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Rel 3.5. To stop acment of all soms secured by this Security Instrument, Lender shall release this Security Instrument with a characteristic Security Instrument of the Security Instrument with a characteristic security Instrument of the Security Instrument of
 - 23. Where A Homestead, Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

Check applicable boxesol	(May a series and	[**] a gay to solve
'Astronom's Rate Puler	ElCondominium Rider	1-4 Family Rider
Grandated Payment Rider	DPlanned Unit Development Rider	Biweekly Payment Rider
Book Fider	☐Rate In-provement Rider	Second Home Rider
V / R d a	[30ther(s) [specify]	
BY SIGNANC BILLOW, Borrower ac n and rideroscopic and by Borrower and rec	cepts and agrees to the terms and covenants contactorded with it.	ined in this Security Instrument ar
Witnesses.	124	
	SUJTU Lamfu Sergio campuzano	3. And (Seal Borrowe
	CELERINA CAMPUZAN	EMMPUZEALLA(Seal
	(Scal)	(Seal
TALE OF BEINOIS. COOK. 1. The understaged S CAMPUZASO ON CLIERINA CAMPUZAS	Coursy ss: Notary Public in and for said coway and sta NO, HUSBAND AND WIFE, personally known to ment, appeared before me this day in person, an	te do hereby certify that SERGIO me to be the same person(s) whos
ignest and denoted the said instrument as a	free and voluntary act, for the ase	and purposes therein set forth.
Given a more now hand and official seat,	this day of a self-self-self-self-self-self-self-self-	18 Jungar, 1994 J.
My Commission Express	Notary Public	HEUR HUDUT
This finite. A was proposed by:		
	WERE CONTROL OF SERVICES AND SERVICES OF SERVICES AND SERVICES AND THE PROPERTY OF SERVICES AND	