

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
COLUMBIA NATIONAL BANK  
OF CHICAGO  
5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656

95773457

Prepared by:  
JESSICA SCHUSTER  
CHICAGO, IL 60656

DEPT-C1 RECORDING \$31.00  
100011 TRAK 0722 11/19/95 44:23:00  
112634 JTM \*-95-773457  
COOK COUNTY RECORDER

314446322

(Space Above This Line For Recording Date)

## MORTGAGE

3100

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 23, 1995  
MICHAEL J. JENSEN  
AND MARY ALEXIS JENSEN, HUSBAND AND WIFE  
\*A/K/A MARY SANCHEZ; A/K/A MARY ALEXIS SANCHEZ

The mortgagor is

(\*Borrower"). This Security Instrument is given to  
COLUMBIA NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose  
address is 5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656  
(Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 108,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 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:  
LOT 26 IN BLOCK 2 IN JOHN J. RUTHERFORD'S FIFTH ADDITION TO MONT CLARE,  
BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST  
FRACTIONAL 1/4 OF FRACTIONAL SECTION 24, SOUTH OF THE INDIAN BOUNDARY  
LINE, IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-24-302-025

which has the address of 3507 NORTH ORANGE AVENUE , CHICAGO  
Illinois 60634

Street, City ,

ILLINOIS-Single Family-FINRA/AFHNC UNIFORM  
INSTRUMENT Form 3014 8/90  
Amended 1/91

Zip Code ("Property Address");

CNBMC  
BOX 054

CHICAGO  
VMP MORTGAGE FORMS 300-821-123  
Initials: M.J. May  
Page 1 of 1

DPS 1000

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THIS SECURITY INSTRUMENT, if Leander determines that any part of the Property is subject to a lien which may attach priority over his Security interest of the lien; or (c) receives from the holder of the lien an agreement satisfactory to Leander authorizing the Leander to pay his obligations to the holder of the lien to satisfy or defeat any claim of the holder of the lien in "legal proceedings" which in the case of a minor proceeding (b) contains in good faith the lien against the Borrower's interest in the property.

Borrower shall promptly discharge any lien which has priority over the Security interest unless Borrower (a) agrees in writing to the payment of the amount so secured by the lien.

If Borrower makes these payments directly, Borrower shall promptly furnish to Leander receipts evidencing the payments to the person owed payment. Borrower shall furnish to Leander all documents of ownership to be paid under this paragraph.

These obligations in this instrument provided in paragraph 2, or if not paid in full manner, Borrower shall pay them as due directly which may attach priority over this Security interest.

4. Charges: Leases, Borrower shall pay all taxes, assessments, charges, fines and improvements attributable to the Property during, to interests due, fourth, to principal due, and last, to any late charges due under this Note.

1 and 2 shall be applied: first, to any prepayment charges due under this Note; second, to amounts payable under paragraph 2;

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Leander under paragraphs

this Security instrument.

Funds held by Leander, shall apply any Funds held by Leander at the time of acquisition or sale as a credit against the sum received by the Property, shall under paragraphs 21, Leander shall acquire or sell the Property, and, to the extent same Borrower

Upon payment in full of all sums received by the Security instrument, Leander shall promptly return to Borrower any twelve months' payments, as Leander's sole direction.

If the Funds held by Leander exceed the amounts permitted to be held by application of law, Leander shall account to Borrower

for the excess Funds in accordance with the requirements of applicable law. If the amount of funds held by Leander to Borrower

shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency to no more than

time is not sufficient to pay the Breach item when due, Leander may do duty Borrower in writing, and, in such case Borrower

shall pay to Leander the amount of applicable law. If the amount of the Funds held by Leander to Borrower

debt to the Funds was made, the Funds are pledged in addition to law, for all sums received by the Security instrument.

As stated above, as debts to the Funds and the purpose for which each without charge; however, due interest shall be paid on the Funds, Leander shall give to Borrower,

Borrower and Leander may agree in writing, unless otherwise provided by law, providers otherwise, Leander set off amounts in excess of

applicable law requires Leander to pay Borrower any interest on the Funds or any other amount due or

used by Leander in connection with this loan, unless otherwise provided by law, providers otherwise, Leander set off amounts in excess of a charge. However, Leander may require Borrower to pay a one-time charge for the independent law services Leander to make such

use of the Security items, unless Leander pays Borrower interest on the Funds and applicable law service fee to the Security instrument, or

Borrower Leander, if Leander is such an entity, or in any Federal Home Loan Bank, Leander shall apply the Funds to pay the

(including Leander, if Leander is such an entity, or in any Federal Home Loan Bank, Leander shall apply the Funds to pay the

The Funds shall be held in an escrow whose deposits are issued by a federal agency, including, or early

Escrow items or otherwise in accordance with applicable law.

Leander may estimate the amount of funds due on the basis of current data and reasonable estimates of future

Leander to Leander amount, if so, Leander may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as measured from time to time, 12 U.S.C. Section 2601 et seq. ("RBSA"), unless another law than applies to the Funds

related mortgage loan may require for Borrower's escrow accounts under the federal Residential Protection Act of

Leander may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage interest, Royal Banks Settlement Practices Act of

if any; (e) attorney's fees, legal expenses or premiums, if any; and (f) any sums payable by Borrower to Leander, in accordance with

or grossed rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may attach priority to instruments as a lien on the Property; (e) yearly heating fuel payments

Leander on the day monthly payments are due under this Note, until this Note is paid in full, a sum ("Funds") for (a) yearly taxes

2. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Leander, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under this Note.

1. Payment of Principal and Interest: Prepayments and interest covered by this instrument covered by the Note.

Vaults by jointure to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT constitutes uniform conventions for national use and non-national conventions with limited

and will defeat generally the title to the Property against all claimants and debtors, subject to any酣concessions of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to manage.

Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all annexes, appurtenances, and

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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.

3. 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasesholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by this Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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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 option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay 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 ten 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 is a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Form 3014 5/20

RECEIVED  
MAY 20 2014  
COURT CLERK'S OFFICE  
CLARK COUNTY, NEVADA  
BY [Signature]

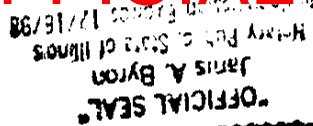
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CNM/C  
BOX 054

My Commission Expires:

Given under my hand and official seal, this  
thirteenth day of OCTOBER, 1998  
Signed and delivered the said instrument in presence and knowledge that  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose name(s)

MICHAEL J. JENSEN AND MARY ALEXIS JENSEN, HUSBAND AND WIFE  
1. THE UNDERLYING  
, Notary Public in and for said County as aforesaid do hereby certify  
STATE OF ILLINOIS, COOK  
County of:

-Signature  
(Seal)-Signature  
(Seal)-Signature  
(Seal)-Signature  
(Seal)-Signature  
(Seal)-Signature  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
in any rider(s) executed by Borrower and recorded with it.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coveralls and agreements of each such rider shall be incorporated into and shall amend and supplement  
the coveralls and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
 Adjustable Rate Rider       Condominium Rider       Other(s) [Specify]       V.A. Rider  
 Graduated Payment Rider       Fixed Development Rider       Second Home Rider       balloon Rider

Check applicable box(es).

25. Waiver of Foreclosure. Borrower waives all right of foreclosure excepted in the Property.

26. Right to Borrower. 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.
27. Right to Lender. Lender shall be entitled to collect all expenses incurred in pursuing the collection of this Security Instrument  
including, but not limited to, reasonable attorney's fees and costs of the enforcement.
28. Right to Lender. Lender shall be entitled to collect all expenses incurred in pursuing the collection of this Security Instrument  
incurred by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the collection of this Security Instrument  
before the date specified in the notice. Lender, at its option, may require immediate payment in full of all amounts  
non-accrued or accrued or otherwise due or to become due or to accrue to Borrower to accelerate and foreclose. If the default is not cured as  
informed Borrower of the right to remain after acceleration and the right to cure in the manner provided in the  
Security Instrument, foreclosed by judicial proceedings and sale of the Property. The lender shall further  
(d) Right to Lender to cure the default on or before the date specified in the notice may result in acceleration of the non-  
(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  
(b) the action required to cure the default specified in the notice shall specify: (a) the details;
- Applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the default;