95817718

When Recorded, Mail To: WEYERHAEUSER MORTGAGE COMPARY

1701 E. WOODFIELD ROAD, SUITE 1030 SCHAUMBURG, IL 60173

DEPT-01 RECORDING

\$51,000

140012 TRAN 7827 11/27/95 14:54:00

1105 1 0 6 | 4 - 95 - 817718

COOK COUPTY RECORDER

(Space Ahove This Line For Recording Data) -

#### MORTGAGE

HOVEMBER 20711 THIS MORTGAGIO'S ocurity Instrument') is given on a RONAL'S ORLANDO MARRIED TO CINCY ORLANDO

("Horrower") This Security Instrument is given to

WEYERHAEUSER MORTIAGE COMPANY

which is organized and existing under the laws of

CALIFORNIA

, and whose address is

90054 P.O. BOX 54089, TOS ARGELES, CA

("Lender"). Horrower owes Lender the principal sum of

ONE AURIDRED FORTY EIGHT THOUSAND AND ROY100

THIS Is
The mortgag

The mortgag

The mortgag

The mortgag

Which is organ
P.O. HO;

ONE AURID

Others (U.S. S.
Instrument ("No ). This debt is ovidenced by Horrower's note dated the same date as this Security 144,000.00 Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on This Security Instrument, course to Lender: (a) the repayment of the debt evidenced DECEMBER 1ST, 2025 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 I to protect the security of find Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the New . For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located up. COOK

County, Illmois:

LOT 31 (EXCEPT THE GOOTH 12 FEET THEREOF) AND LOT 32 YES EPT THE MORTH I FOOT TREREOF) IN BLOCK 5 IN WOLFF AND RUSSELLIS WARREN AMERUE SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION OF, TOWNSHIP 40 NORTH, RAMBE 11, EAST OF THE THERD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

P.I.H. 13-19-315-054-0000

which has the address of 1947 respect these Englands Avenue,

CHICAGO [City]

Illinois

TEM 18781 1 (0404)

MER 1112 01795

60614

("Property Address");

(Zip Code)

ILLINOIS - Single Family - Fannis Mass/Freditle Mac UNIFORM UNSTRUMENT

(Page 1 of 6 pages)

Form 3014 9/90 faragi Labos Ruswisss Forms Inc 🖩 481269

Property of Coot County Clert's Office

TOXIETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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

RORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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.

Funds for Faxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until 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 hen on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiume, it any; (e) yearly mortgage insurance premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escross of coss." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally, related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets o lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Unids due on the basis of current data and reasonable estimates of expenditures of future Escrow Iterase it wherewise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge becower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless render pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender was require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carmings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Fund's pie pledged as additional security for all sums secured by

this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Burrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deticiency in no more than twelve monthly payments, at Lender's sole discretions

Upon payment in full of all sums secured by this Security Instrument, Lenner and promptly reland to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

secured by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, o amounts payable under

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the More.

Charges; Liens. Horrower shall pay all taxes, assessments, charges, tines and impositions intributable to the Property which may affain priority over this Security Instrument, and leasehold payments or ground rene, u any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Honover shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

more of the actions set forth above within 10 days of the giving of notice.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire, 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

MEILATT2 - 01/95

481269 Form 3014 9/90

Property of Cook County Clerk's Office

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  $T_{
m c}$ 

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 lost if not made promptly by Horrower.

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 teasible and Lender's security is not lessened. If the restoration or repair is not economically teasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sams 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 have offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or textore, the Property or to Jay soms secured by this Security Instrument, whether or not then due. The 30 day period will begin when the nobce is given.

Unless Lende, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the one 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.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Horrower shall occupy establish, and use the Property as Borrower's principal residence within sixty days, after the execution of this Security Instrumenestal shall continue to occupy the Property as Borrower's principal residence, for at least one year after the date of occupacy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenia ing circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, alloy the Property to deteriorate, or commit waste on the Property. Horrower shall be in default if any fortenure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfemire of the Property or one gase materially impair the hen created by this Security Instrument or Lander'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 Lend (i's good faith determination, precludes fortentire of the Borrower's interest in the Property or other material impairment of the new 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 seth any material information) in connection, with the loan evidenced by the Note, including, but not limited to, representations concerning Horrower's occupancy of the Property as a principal residence. It this Security Instrument is on a leasehold, Horrow r shall comply with all the provisions of the lease. It Borrower acquires fee title to the Property, the leasehold and the fee tide shall not merge unless Lender agrees to the merger in writing.

Protection of Lender's Rights in the Property. It Borrower tal to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may solviticantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or fortential rich 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 hen which has priority over the 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 Barower secured by this Security Instrument. Unless Horrower and Lender agree to other terms of payment, these amounts such hear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender al Marrower requesting

Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Ħ. 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer 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 required to maintain mortgage insurance in effect, or to provide a 😂 loss reserve, until the requirement for mortgage insurance ends in accordance with any written, agreement between Borrower and Lender or applicable law.

Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

MHL3412 01/95

481269 Form 3014 9/90

Property of Coot County Clert's Office

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle p claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized accordect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this seed rity Instrument, whether or not then due.

Unless Lender and betrower otherwise agree in writing, any application of proceeds to principal shall not extend of postpone the due date of the instably payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release die liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors is americal. Any forbearance by Lender in exercising any right or remedy shall

not be a waiver of or preclude the exercise of any light or remedy.

12. Successors and Assigns Bound; John 20/2 Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing that Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loun Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan tharges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the purisdiction 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 Berrower 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 it 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 periotted 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

481269 Form J014 9/90

Property of Coot County Clert's Office

- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "I can Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or core changes of the Loan Servicer inrelated 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 area mation 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 in 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 to be appropriate to normal residential uses and to maintenance of the Property.

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

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 flaminable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing a destor 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 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 decrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the some secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may regain immediate payment in full of all soms secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in passuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of the evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

1122185

Property of Cook County Clerk's Office

this Security Instrument, the covenants is	ument. If one or more riders are executed and agreements of each such rider shall be of this Security Instrument as if the rider(	e incorporated into and shall amend and
Adjustable Rate Rider	Condominum Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
[-1	Kine disprovement which	[ ]
Other(x) {specify}		
BY SIGNING RELOW, Borrower a Security Instrument wat in any rider(s) ex	scepts and agrees to the terms and coverna ecuted by Borrower and recorded with it.	nts contained in pages 1 through 6 of this
Witness:	Witness:	
102 102 V		an typography a phonon process, assessment of a depolar and the state of the state
RONALD ORLANDO	(Scal)	(Scal) Horrower
Allegan Calanda	(Scal)	(Scal)
CINDY ORLANDO, SIGNING	SOLEY Borrier	Berower
FOR THE PURPOSE OF WALV	(c)	(Seal)
	Hottower (1)	Ranawer
STATE OF ILLINOIS, COO	K County	as:
I, ROSAMME M. O'CONN do hereby certify that RONALD OR	OR , a start LANDO AND CINDY ORLANDO,	y Public in and for said county and state, SUS WIFE
subscribed to the foregoing instrument, at	personally known to me to be the same perpensed before me this day in person, and a THETR ————————————————————————————————————	
Given under my band and official se	al, this 20 day of NOV	ЕМВЕR ( ) 1995
My Commission expires:	Michiel	March Haller
This instrument was prepared by $\frac{f_{i,j}}{(i-f)}$		Motory Public State of Minos  All States of Minos
(Name) WEYERHAEUSER (Address) P.O. BOX 5408		The second second
LOS AMGELES,	,	451269
		Firem 3014 W40 Diest Jakes Business Ferms, Inc. W
(TEM 1879LW E149B)	(Page 6 of 6 pages)	To theyer Care S 830 830 83931 3484 818 781 1531

1**6** .

DAX 333-CTI

95817718

Property of Cook County Clerk's Office