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• DEPT-01 RECORDING 133.00
• T60011 TRAN 9546 12/26/95 10:14:00
• 96044 + RV --95-893558
• COOK COUNTY RECORDER

96

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MORTGAGE

Box 260 851024602

33^W

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 15TH, 1995. The mortgagor is HUGO McDONALD and ANA C McDONALD, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to MORTGAGE SQUARE

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 5618 W. MONTROSE, CHICAGO, IL 60634

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINE THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 109,700.00).

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 JANUARY 1, 2026. 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 121 IN FULLERTON CENTRAL MANOR, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED APRIL 26, 1929 AS DOCUMENT NUMBER 10352966, IN COOK COUNTY, ILLINOIS.

ATTORNEYS' TITLE GUARANTY FUND, INC.

P.I.N. 13 29 423 039 0000

which has the address of 2504 N PARKSIDE AVE
(Street)
Illinois 60639
(Zip Code) ("Property Address");

CHICAGO
(City)

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3. 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, to amounts payable under paragraph 2; third, to interest due; forth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 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.

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 do so if Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a Federal Agency, instrumentality, or entity (including Lender) if Lender is such an institution) or in any other institution which gives to the Funds security for all sums secured by this Security Instrument.

2. Funds for Taxes 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 charges which may affect priorly over this Security Instrument as a lien 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 premiums, if any; (e) yearly mortgage insurance premiums, if any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an insurance premium. The maximum amount a lender for federally related mortgages loan may require for Borrowers amount not to exceed the maximum amount a lender for federal programs related mortgagage loans in an U.S.C. Section 2601 et seq. ("RESPA"). unless another law applies to the Funds sets a lesser amount. If so, the amount of Funds due on the basis of current fair value and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

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.

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

THIS SECURITY INSTRUMENT CONSTITUTES UNIFORM COVENANTS FOR NON-ADMINISTRATIVE USE AND NON-ADMINISTRATIVE COVENANTS WITH LIMITED VARIATIONS BY JURISDICTION TO CONSOLIDATE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

SEARCHED SERIALIZED INDEXED I.D.
BORN [REDACTED] DECEASED [REDACTED] GRAVESITE [REDACTED] TOMBSTONE [REDACTED]

LOGE/HEH WITH all the improvements now or hereafter effected on the property, and all easements appurtenant thereto, and fixtures now or hereafter erected on 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."

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if 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. Borrower 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 lien which has priority over this Security Instrument unless Borrower: (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 defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien 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 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.

5. 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 the 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 damages 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; Leaseholds. 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 judgement 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 the Note, including, but not limited to,

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1041 1/95 page 4 of 7

Interest of Borrower shall not operate to release the liability of the original Borrower or Borrowers successor in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or

or postponement due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend the Property or to the sums secured by this Security Instrument, whether or not then due.

notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repayment of a award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the make an award or settle a claim for damages, unless Borrower fails to respond to Lender within 30 days after the date the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to

this Security instrument whether or not the sums are then due.

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

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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

applicable law.

permium being paid by Borrower while the insurance coverage lapses or ceases to be in effect, Lender will accept, 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 premium required to maintain mortgage insurance in accordance with any written agreement between Borrower and Lender or requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the premium being paid by Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance available, Borrower shall obtain coverage equivalent to the yearly mortgage insurance in effect, Lender will accept, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, for any reason, the coverage required by Lender lapses or ceases to be in effect, Borrower shall

this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect, if this Security instrument disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by

Borrower requesting payment.

interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear the same interest as the original debt of Borrower secured by

Although Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Lender's actions may include paying any sums secured by a lien which has priority over this Security Property. Lender is nevertheless is necessary to protect the value of the Property and Lender's rights in the the Lender may do and pay for whatever is necessary to restore or to enforce laws or regulations). Property (such as proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the represented by Lender under this paragraph 7 shall come additional debt of Borrower secured by

Property, the lesseehold and the fee title shall not merge unless Lender agrees to the merger in writing. Is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the representations concerning Borrowers occupancy of the Property as a principal residence. If this Security instrument

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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 in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and 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 this 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. Loan 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 charges 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 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 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 judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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Security Instrument

24. **Ridder to this Security Instrument.** If one or more of the persons named above are exculpated by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this

23. Waller of Shropshire. Borrower with all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Releasee, upon payment of all sums secured by this Security Instrument, Lender shall release this Security

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

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

19. Sale of Note; Change of Loan Servicer. The Note or 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 should be made. The notice will also contain any other information required by applicable law.

Borrower's obligator to pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument shall hereby remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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[Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 VA Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) [specify]

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witnesses:

Gina C. McDonald (Seal)
ANA C MCDONALD
Social Security Number

561-29-7735 (Seal)
Social Security Number

Hugo McDonald (Seal)
HUGO MCDONALD
Social Security Number

Borrower

348-68-8973 H.M. (Seal)
Social Security Number

Borrower

STATE OF ILLINOIS,
I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify
that HUGO MCDONALD and ANA C MCDONALD, HUSBAND AND WIFE

Cook County ss:

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

Given under my hand and official seal, this

15

day of DECEMBER, 1995.

My Commission Expires:

NOTARY PUBLIC IN THE STATE OF ILLINOIS
MY COMMISSION EXPIRES DECEMBER 31, 1996

Notary Public

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540

WHEN RECORDED RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540

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Property of Cook County Clerk's Office

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