

# UNOFFICIAL COPY

This Instrument Was Prepared By:  
LYNN ALEXANDER

When Recorded Mail To

FIRST NATIONWIDE MORTGAGE  
DOCUMENT CONTROL  
P.O. BOX 348450  
SACRAMENTO, CA 95834-8450

DEPT-01 RECORDING \$35.50  
T#0014 TRAN 4489 02/23/95 11:27:00  
#1208 # JW \*-75-126261  
COOK COUNTY RECORDER

95126261

(Space Above This Line For Recording Data)

DOC. 020

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 06, 1995  
The mortgagor is LABRADO GUTIERREZ MARRIED TO AURELIA GUTIERREZ AND ROSA<sup>E</sup> GUTIERREZ  
A SPINSTER

Standard

("Borrower"). This Security Instrument is given to FIRST  
NATIONWIDE MORTGAGE CORPORATION, which is organized and existing  
under the laws of THE STATE OF DELAWARE, and whose address is 860 STILLWATER ROAD,  
WEST SACRAMENTO, CA 95605 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY ONE THOUSAND ONE HUNDRED AND 00/100  
Dollars (U.S. \$ \*\*\*\*\*121,100.00). 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 MARCH 01, 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:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY  
REFERENCE.

PERMANENT INDEX NUMBER: 13-21-224-029

which has the address of 5104 W. PATTERSON  
CHICAGO, IL 60641-0000

("Property Address");

TOGETHER 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."

BORROWER 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 encumbrances 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.

95126261

35<sup>50</sup>  
n

# UNOFFICIAL COPY

This instrument was prepared by:

LEWIS & CLARK

When Recorded Mail To

FIRST NATIONAL MORTGAGE  
DOCUMENT CONTROL  
P.O. BOX 34880  
SACRAMENTO, CA 95834-8880

DEPT. OF REVENUE  
1300 TREASURY BUILDING  
SACRAMENTO, CA 95834

150501

These pages are for recording only.

100.000

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 21, 1998, by LIBRADO CUTLER, MARIANO CUTLER and BOB CUTLER, all of the County of Yuba, California, to MORTGAGEE, FIRST NATIONAL MORTGAGE COMPANY, a corporation organized under the laws of the State of California, with its principal office at 1000 J Street, Sacramento, California 95833.

FOR THE purpose of this instrument, the Security Instrument is given to FIRST NATIONAL MORTGAGE COMPANY, a corporation organized under the laws of the State of California, and whose address is 1000 J STREET, SACRAMENTO, CALIFORNIA 95833. ("Mortgagee"). Borrower uses the principal sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) to purchase the property described in the following description attached hereto and made a part hereof. ("Property"). The Security Instrument is given to Mortgagee to secure the payment of the debt evidenced by the promissory note dated the same date as this Security Instrument ("Note") and provided for monthly payments with the full debt. ("Note"). This Security Instrument secures to Mortgagee (a) the payment of the debt evidenced by the Note, with interest and all charges, penalties and forfeitures 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 the borrower's covenants and agreements under this Security Instrument. ("Note"). For this purpose, Borrower does hereby irrevocably grant and convey to Mortgagee the following described property located in Yuba County, California:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

PERMANENT INDEX NUMBER: 18-21-224-0281

8104 W. PATTERSON  
CHICAGO, IL 60641-0000

("Proprietor's Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all agreements, 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". BORROWER COVENANTS that Borrower is lawfully seized of the estate herein 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 encumbrances of record. THIS SECURITY INSTRUMENT contains uniform covenants for automatic use and has uniform covenants with limited exceptions by reference to another uniform county instrument covering real property.

55126261

Cost: \$100.00  
Cost: 1 of 2 - 100.00  
Cost: 2 of 2 - 100.00  
Total: 2 of 2 - 200.00

COPY 01 OF 02

ASSIGNOR: 10402  
FURNISHED WITHIN 30 DAYS  
PAGE 1 OF 2  
FORM 1001-1 (1/98)

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## RIDER TO SECURITY INSTRUMENT

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed to Secure Debt) dated FEBRUARY 06, 1995 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE MORTGAGE CORPORATION

(the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

**Amended and Supplemental Provisions:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest meets the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

### B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

**INTEREST RATE AND PAYMENT ADJUSTMENTS.** The Promissory Note secured by this Security Instrument contains the following provisions:

#### "3. INTEREST RATE ADJUSTMENTS

##### (A) Definitions

THE "INDEX" IS THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD (BUT GENERALLY NOT PUBLISHED UNTIL ONE WEEK AFTER IT IS MADE AVAILABLE) THE MOST RECENT INDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX." IF THE INDEX IS NO LONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW INDEX WHICH IS BASED UPON COMPARABLE INFORMATION. THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE.

"MARGIN" The Margin is 2.750%.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFTH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

CLOSER ID: 10435

Advantage

Page 1 of 2 SRA 1

L1117 (R06) 8/94 NATIONWIDE

Loan # 0003568789

Copies: 1 of 3 - Lender

2 of 3 - Borrower

3 of 3 - File

COPY 01 OF 03

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**(B) Interest Rate Adjustment:**

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follow. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one-eighth percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than TWO percent from the rate of interest in effect during the preceding TWELVE months. The Interest Rate will never be more than 14.250%. It will never be less than 5% below Initial Interest Rate. The fact that the Note Holder may not have invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

**"4. PAYMENTS**

**(C) Amount of Monthly Payments.**

Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument Rider.

*Librado Gutierrez* 02/06-95 (Seal)  
LIBRADO GUTIERREZ Date

*Rosa E. Gutierrez* 02-06-95 (Seal)  
ROSA E. GUTIERREZ Date

*Aurelia Gutierrez* (Seal)  
AURELIA GUTIERREZ Date

"FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD RIGHTS."

\_\_\_\_\_  
(Seal)  
Date

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## (B) Interest Rate Adjustment

I understand that on each Change Date, the Note Holder shall determine or may, at its option, determine the interest rate to be applied to the outstanding principal amount of the Note. The Note Holder will calculate the new interest rate by adding the margin stated in the Loan Approval Letter and in the current letter to the current rate to arrive at the Fully Indexed Rate. The Note Holder may round the Fully Indexed Rate to the nearest one-tenth percentage point (0.1%). This rounded amount, subject to the following limitations, will be the new interest rate with the next Change Date. The interest rate will never be increased or decreased in any state Change Date by more than 1% per annum from the rate of interest in effect during the preceding 12 months. The interest rate will never be more than 12% per annum. It will never be less than 5% per annum. The fact that the Note Holder may, without incurring a penalty increase in whole or in part shall not be deemed a waiver of the Note Holder's right to exercise such an increase at a later time.

## (C) Amount of Monthly Payments

Monthly installments of principal and interest will be due on the 1st day of each month. Commencing on the date set forth in the Note, the monthly payments will be \$2,000.00 (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the then current interest rate in substantially equal payments by the final Payment Date. ("Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Clark, Nevada, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Date)	_____
(Date)	_____
(Date)	_____
(Date)	_____
(Date)	_____

Count of \_\_\_\_\_  
Notary Public for the State of Nevada  
My Commission Expires \_\_\_\_\_

CLOSER ID: 10488  
2024-08-08 10:48:00  
1113 (003) 803-8400

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THE WEST 32 FEET OF THE EAST 64 FEET OF LOT 43 IN KOESTER AND ZANDERS WEST IRVING PARK SUBDIVISION OF THE NORTH 1/2 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Loan #0003568789



Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS PART IS PART OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS  
HAVING BEEN SUBMITTED TO THE BOARD OF SURVEY AND PARTITION OF THE COUNTY OF COOK,  
ILLINOIS, FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF SAID COUNTY,  
AND THE SAME BEING CORRECTLY AND TRULY SET FORTH IN THE FOREGOING DEED.

Property of Cook County Clerk's Office





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UNIFORM COVENANTS. 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 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 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; 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 "Escrow Items." 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. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a 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 Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise 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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may 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 earnings 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 Funds are 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 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.

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

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; fourth, to principal due; and last, to any late charges due under the Note.

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 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; Leasehold.** 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

CLOSER ID: 10435

FNMA/FHLMC Uniform Instrument 3014 8/90

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AIM2

L0959 (R05) 4/91 IL - Single Family

COPY 01 OF 03

Loan # 0003568789

Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower

3 of 3 - File

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## UNIFORM COVENANTS, CONDITIONS AND RESTRICTIONS

1. Payment of principal and interest shall be made by the borrower to the lender in accordance with the schedule of payments set forth in the note and the lender shall promptly pay when due the principal of and interest on the debt evidenced by the note and any other instrument which the lender may hereafter acquire.

2. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

3. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

4. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

5. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

6. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

7. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

8. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

9. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

10. The lender shall have the right to require the borrower to pay to the lender, in addition to the principal and interest provided for in the note, a sum equal to the cost of the lender's expenses in enforcing its rights under the note and this instrument, including reasonable attorney's fees and costs of collection, and the lender shall be entitled to recover such expenses from the borrower.

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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, 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 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, those 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 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-twelfth 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 the 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.

**9. 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.

**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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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 a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** 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 the 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 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.

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AIM3

LD959 (R05) 4/91 IL - Single Family

COPY 01 OF 03

Loan # 0003568789

Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower

3 of 3 - File

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# UNOFFICIAL COPY

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 lien 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 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 "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 17 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 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. 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 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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 require immediate payment in full of all sums 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 pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** 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.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

24. **Riders to this Security Instrument.** If one or more riders are executed 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 Security Instrument. (Check applicable box(es))

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Convertible Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) specify                 |   |   |

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AIM4

L0959 (R05) 4/91 IL - Single Family

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Loan # 0003568789

Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower

3 of 3 - File



# UNOFFICIAL COPY

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.

*Librado Gutierrez*  
LIBRADO GUTIERREZ

*2/6/95*  
Date

*Rosa E. Gutierrez*  
ROSA E. GUTIERREZ

*2/6/95*  
Date

*Aurelia Gutierrez*  
AURELIA GUTIERREZ

*2/6/95*  
Date

"FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD RIGHTS."

Date

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS

COUNTY OF *Cook*

{ ss.

I, *Luis R. Garcia*, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT *Librado Gutierrez, Aurelia Gutierrez, Rosa E. Gutierrez*

PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE 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 ~~HEREIN SET FORTH.~~

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS *7* day of *February*, 1995

19  
MY COMMISSION EXPIRES:

*Luis R. Garcia*  
NOTARY PUBLIC  
OFFICIAL SEAL  
Luis R. Garcia  
Notary Public, State of Illinois  
My Commission Expires 02/28/98

Clerk's Office

95126261

# UNOFFICIAL COPY

BY SIGNING BELOW, Notary Public and agent for the Cook County Clerk's Office, I hereby certify that the foregoing is a true and correct copy of the original as shown to me and recorded with me.

1875 \_\_\_\_\_  
 1876 \_\_\_\_\_  
 1877 \_\_\_\_\_  
 1878 \_\_\_\_\_  
 1879 \_\_\_\_\_  
 1880 \_\_\_\_\_

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
 COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT \_\_\_\_\_  
 PERSONS WHOSE NAMES ARE MENTIONED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY  
 IN PERSON AND ACKNOWLEDGED THAT THEY KNOW THE CONTENTS OF THE SAID INSTRUMENT AS THEIR  
 OWN AND VOLUNTARILY SIGNED THE SAME FOR THE REASONS AND PURPOSES SET FORTH  
 HEREIN. WITNESSETH MY HAND AND OFFICIAL SEAL OF SAID COUNTY AND STATE AT \_\_\_\_\_  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_.

NOTARY PUBLIC  
 COOK COUNTY, ILLINOIS  
 My Commission Expires \_\_\_\_\_

821-2251-33

Form No. 0003887A0  
 Copies: 1 of 3 - Notary to File  
 1 of 3 - Notary  
 2 of 3 - File

COPY 01 OF 03

Order No. 15435  
 Instrument Number Instrument 3014 9100  
 Date of E. A. M.  
 1900 (1900) 407.8 - Cook County