

UNOFFICIAL COPY

RECORD AND RETURN TO:
PNC MORTGAGE CORP. OF AMERICA
333 E. BUTTERFIELD
SUITE 300
LOMBARD, IL 60148



95134909

First American Title Order # C79582

DEPT-01 RECORDING \$31.50

TH5555 TRAN 4255 02/27/95 14:25:00

#15848 # JJ #95-134909

COOK COUNTY RECORDER

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LENDER'S #: 02-03-76420

State of Illinois

MORTGAGE

FHA Case No.
131:7855609-703

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 24, 1995
MARCELO C. BELTRAN AND MARIA BELTRAN, HUSBAND AND WIFE

The Mortgagor is

("Borrower"). This Security Instrument is given to PNC MORTGAGE CORP. OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 440 NORTH FAIRWAY DRIVE, VERNON HILLS, ILLINOIS 60061

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

NINETY-THREE THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND ZERO CENTS

Dollars (U.S. \$93,252.00-----). 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 1, 2025

This Security Instrument secures to Lender, (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums,
with interest, advanced under paragraph 6 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 908 IN WOODLAND HEIGHTS UNIT 2, BEING A SUBDIVISION IN SECTION 23 AND 26,
TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE ON NOVEMBER 28, 1958 AS
DOCUMENT 17389928, IN COOK COUNTY, ILLINOIS.

TAX NO. 06-23-406-029

1st AMERICAN TITLE order #

C79582 2 of 4

which has the address of 510 RAMBLER, STREAMWOOD
Illinois 60107

(Zip Code) ("Property Address");

(Street, City),

4R(IL) (0405) FHA Illinois Mortgage - 4/92

VMP MORTGAGE FORMS * (800)521-7291

Page 1 of 5 XC1000DAAA (IL) 06 10/94

Initials: MBMB



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MORTGAGE

State of Illinois

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 24, 2009, by MARGARET C. BELTAN and MARTA BELTAN, HUSBAND AND WIFE, of the County of Cook, State of Illinois.

(The security instrument is given to FNB MORTGAGE BANK, N.A. ("Mortgagee").)

which is organized and existing under the laws of the State of Illinois, and whose address is 100 SOUTH FAIRWAY DRIVE, DEERFIELD, ILLINOIS 60015.

(The address of the property is 100 SOUTH FAIRWAY DRIVE, DEERFIELD, ILLINOIS 60015.)

This debt is evidenced by the promissory 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 or before the date of the maturity of the debt.

The Security Instrument secures to Mortgagee (a) the payment of all other sums due and payable by the Mortgagors, and all reasonable extension and modification of this Security Instrument, and (b) to protect the security of the Note, for this purpose, the performance of the Mortgagors' obligations and agreements under this Security Instrument and the Note, for this purpose, the performance of the Mortgagors' obligations and agreements under this Security Instrument and the Note, for this purpose, the performance of the Mortgagors' obligations and agreements under this Security Instrument and the Note.

THE DEBT IS SECURED BY THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS:

LOT 200 IN COOKLAND HEIGHTS UNIT #2, BEING A SUBDIVISION IN SECTION 23, AND IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN RECORDED IN RECORDER'S OFFICE OF DECEMBER 24, 2008, AS

DOCUMENT NUMBER 00-03-008-029 IN COOK COUNTY, ILLINOIS.

THE DEBT IS SECURED BY THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS:

LOT 200 IN COOKLAND HEIGHTS UNIT #2, BEING A SUBDIVISION IN SECTION 23, AND IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN RECORDED IN RECORDER'S OFFICE OF DECEMBER 24, 2008, AS

DOCUMENT NUMBER 00-03-008-029 IN COOK COUNTY, ILLINOIS.

THE DEBT IS SECURED BY THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS:

LOT 200 IN COOKLAND HEIGHTS UNIT #2, BEING A SUBDIVISION IN SECTION 23, AND IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN RECORDED IN RECORDER'S OFFICE OF DECEMBER 24, 2008, AS

DOCUMENT NUMBER 00-03-008-029 IN COOK COUNTY, ILLINOIS.

Handwritten signature and initials.

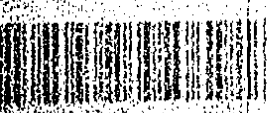
1st AMERICAN TITLE order #

which has been recorded in RECORDER'S OFFICE OF DECEMBER 24, 2008, AS DOCUMENT NUMBER 00-03-008-029 IN COOK COUNTY, ILLINOIS.

THE DEBT IS SECURED BY THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS:

LOT 200 IN COOKLAND HEIGHTS UNIT #2, BEING A SUBDIVISION IN SECTION 23, AND IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN RECORDED IN RECORDER'S OFFICE OF DECEMBER 24, 2008, AS

DOCUMENT NUMBER 00-03-008-029 IN COOK COUNTY, ILLINOIS.



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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note;
- Fifth, to late charges due under the Note.

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THIS INSTRUMENT IS SUBJECT TO THE MORTGAGE INSTRUMENT DATED AND FILED IN THE PUBLIC RECORDS OF THE COUNTY OF ... STATE OF ... ON ... 19... AT ... O'CLOCK ... M ... OF THE YEAR ...

THE BORROWER HEREBY AGREES TO PAY TO THE LENDER THE SUM OF ... DOLLARS AND INTEREST THEREON AS PROVIDED IN THIS INSTRUMENT.

1. Payment of Principal, Interest, and Other Charges. The Borrower shall pay to the Lender the principal, interest, and other charges provided for in this instrument.

2. Security. The Borrower grants to the Lender a security interest in the Property described in Article 1 of this instrument, together with all other property in which the Borrower has an interest.

3. Payment of Taxes and Insurance. The Borrower shall pay all taxes and insurance charges which may become due on the Property during the term of this instrument.

4. Default. If the Borrower fails to make any payment when due, or fails to comply with any other obligation under this instrument, the Lender may declare this instrument to be in default.

5. Remedies. In the event of default, the Lender may exercise any or all remedies available to it under applicable law, including the right to foreclose on the Property.

6. Assignment. The Borrower agrees that this instrument may be assigned to any person, and the Lender may assign its rights hereunder to any person.

7. Governing Law. This instrument shall be governed by the laws of the State of ... and shall be construed and enforced in accordance with the laws of that State.

8. Entire Agreement. This instrument constitutes the entire agreement between the Borrower and the Lender with respect to the loan described herein.

9. Counterparts. This instrument may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of

4. The Borrower shall... The interest on the loan shall be paid by the Borrower and shall include any applicable charges in favor of the lender. The interest on the loan shall be paid by the Borrower and shall include any applicable charges in favor of the lender.

5. In the event of default... The Borrower shall give the lender written notice of default. The Borrower shall give the lender written notice of default. The Borrower shall give the lender written notice of default.

6. In the event of foreclosure... The lender shall have the right to foreclose on the property in the event of default. The lender shall have the right to foreclose on the property in the event of default.

7. Occupancy, Preservation and Protection of the Property... The Borrower shall occupy the property as a principal residence. The Borrower shall occupy the property as a principal residence. The Borrower shall occupy the property as a principal residence.

8. Charges to Borrower and Protection of Lender's Rights... The Borrower shall be responsible for all charges and expenses. The Borrower shall be responsible for all charges and expenses. The Borrower shall be responsible for all charges and expenses.

9. If Borrower fails to make payments... The lender may take action to enforce the loan agreement. The lender may take action to enforce the loan agreement. The lender may take action to enforce the loan agreement.

10. Any amount disbursed by lender... The lender shall retain the right to stop payment on any check. The lender shall retain the right to stop payment on any check. The lender shall retain the right to stop payment on any check.

11. Assignment... The Borrower shall assign the property to the lender. The Borrower shall assign the property to the lender. The Borrower shall assign the property to the lender.

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the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of 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 successor 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.

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8. Fees, charges and other amounts payable by the Secretary.

9. Grounds for Resignation of Director.

- (a) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.
- (b) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.
- (c) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.

- (i) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.
- (ii) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.
- (iii) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.

(c) No Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.

(d) Resignation of Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.

(e) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.

(f) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.

(g) Director shall be deemed to have resigned if he fails to pay any amount payable by him to the Secretary within the time specified in the notice.

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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 9.b. 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. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. 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.

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

13. *Notice.* Any notice of transfer provided for in this Security Instrument shall be given by delivery to the Lender at the address set forth in the Security Instrument. If the Lender has a separate office for the collection of payments, the Lender may, at its option, require that any notice of transfer be given to that office. The Lender shall be deemed to have received any notice of transfer if it is delivered to the Lender at the address set forth in the Security Instrument or to the Lender's office for the collection of payments, if the Lender has a separate office for the collection of payments. Any notice of transfer shall be given to the Lender at the address set forth in the Security Instrument or to the Lender's office for the collection of payments, if the Lender has a separate office for the collection of payments, if the Lender has a separate office for the collection of payments.

14. *Governing Law; Jurisdiction.* This Security Instrument shall be governed by the law of the State of California. The Lender and Borrower agree that the Lender has a right to bring an action in the State of California to enforce the terms of this Security Instrument and that the Borrower consents to the jurisdiction of the courts of the State of California in any such action. The Lender and Borrower agree that the Lender has a right to bring an action in the State of California to enforce the terms of this Security Instrument and that the Borrower consents to the jurisdiction of the courts of the State of California in any such action.

15. *Assignment of Rights.* The Lender may assign all or part of its rights and obligations under this Security Instrument to any third party without the consent of the Borrower. The Lender shall be deemed to have assigned its rights and obligations under this Security Instrument to any third party if the Lender has notified the Borrower of such assignment in writing. The Lender shall be deemed to have assigned its rights and obligations under this Security Instrument to any third party if the Lender has notified the Borrower of such assignment in writing.

16. *Assignment of Rights.* The Lender may assign all or part of its rights and obligations under this Security Instrument to any third party without the consent of the Borrower. The Lender shall be deemed to have assigned its rights and obligations under this Security Instrument to any third party if the Lender has notified the Borrower of such assignment in writing. The Lender shall be deemed to have assigned its rights and obligations under this Security Instrument to any third party if the Lender has notified the Borrower of such assignment in writing.

17. *Foreclosure Procedure.* If the Lender requires immediate payment in full under paragraph 9, the Lender may, at its option, exercise its right to foreclose on the property. The Lender shall be deemed to have exercised its right to foreclose on the property if the Lender has notified the Borrower of such exercise in writing. The Lender shall be deemed to have exercised its right to foreclose on the property if the Lender has notified the Borrower of such exercise in writing.

18. *Release.* Upon payment of all sums secured by this Security Instrument, the Lender shall release the property from its lien. The Lender shall be deemed to have released the property from its lien if the Lender has notified the Borrower of such release in writing. The Lender shall be deemed to have released the property from its lien if the Lender has notified the Borrower of such release in writing.

19. *Waiver of Defenses.* The Borrower waives all rights of defense or mitigation in the event of a foreclosure sale of the property. The Borrower shall be deemed to have waived all rights of defense or mitigation in the event of a foreclosure sale of the property if the Borrower has notified the Lender of such waiver in writing. The Borrower shall be deemed to have waived all rights of defense or mitigation in the event of a foreclosure sale of the property if the Borrower has notified the Lender of such waiver in writing.

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20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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).]

- Condominium Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other [Specify]

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

Witnesses:

_____ (Seal)
-Borrower

Marcelo C. Beltran (Seal)
MARCELO C. BELTRAN -Borrower

Maria Beltran (Seal)
MARIA BELTRAN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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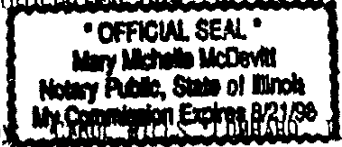
STATE OF ILLINOIS, COOK County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that MARCELO C. BELTRAN & MARIA BELTRAN, HIS WIFE

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 24th day of FEBRUARY, 1995

My Commission Expires:



Mary Michelle McDevitt
Notary Public
60148

This Instrument was prepared by

