- 18am 7asû 04/22/95 09107:00 34 た百日 - レータキー 189393 CHIE CHUNTY FLOURDER

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#### MORTGAGE

MARCH 10TH, 1995 THE MORTGAGE ("Secracy Instrument") is given on ALEJANDRO HERNANDRY and GABRIELA HERNANDRY, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the law of UNITED STATES OF AMERICA 1001 S WASHINGTON ST, NATERVILLE, IL 60566

, and whose

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

SEVENTY TWO THOUSAND ONE HUNDRED AND NC/100

Dollars (U.S. \$

72,100.00).

This debt is evidenced by Borrower's note dated the same Jata as this Security Instrument ("Note"), which provides for monthly payments, with the full dobt, if not paid earlier, due and payable on APRIL 1, 2025 This Security Instrument secures to Lendor: (a) the repayment of the debt evidenced by the Note, with interest, and ns 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 Instrumint; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Berrower does hereby mortgage, grant and convey to Lender the following described property locator: in COOK County.

Illinois: LOT 108 IN HAWTHORNE MANOR SUBDIVISION NUMBER 1 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, TAST OF THE

THIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-33-305-040

3546 S 52ND CT which has the address of

CICERO

[Stroet]

[City]

95 June 1007

("Property Address"); (Zip Gode)

31 taNOIS Single Family Familie Mac/Freddin Mac UNIFORM INSTRUMENT Form 3014 9/90 - 1041 1/95 page 1 of 7

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 seised 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.

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 Tax's 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 attender for federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Sottlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 litems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are incurred by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Pome Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Forrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Forrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable laws 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.

Borrower for the excess Funds in accordance with the requirements of applicable law. If the an ount 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 Londer 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 amount payable under paragraph 2; third, to interest due; forth, to principal due; and last, to any late charges due under the Note.

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4. Charges: Liens. Borrower shall pay all taxes, assessments, that fee, fines and impositions attributable to the Property which may attain priority ever this Security Instrument, and lensohold payments or ground roots, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay thorn on time directly to the person ewed payment. Berrower shall premptly furnish to Lender all neticus of and a real; to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to bender receipts evidencing the payments.

corrower shall premptly discharge any iten which has priority over this Security Instrument unless Berrower; (a) agrees in writing to the payment of the obligation secured by the lifer in a manner acceptable to Londer; (b) contests in good faith the lied by, or defends against enforcement of the lien in, legal proceedings which in the Lendor's epinion 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 Socially Instrument. If Lender determines that any part of the Property is subject to a liver which may attain priority over this Sacurity Instrument, Lender may give Borrower a notice identifying the lien. Body was 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 & Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hazards, including the ods or flooding, for which the Lender requires insurance. This insurance shall be maintained in the amounts and for the puriods that Londer requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not by unreasonably withhold. If Borrower fails to maintain and a specifical above, there may at Londer's option, obtain coverage to protect Londer's rights in the Property in accordance with paragraph 🛴

All incurance policies and renewals, shall be acceptable to Lender and shall include a standard mortgage classe. 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 lenewal 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 premptly 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 apair is economically leasible and Lender's security is not lossened. If the restoration or repair is not economically feasible or Lendor'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, apply 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 agments. 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; Borrowar's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty thus after the execution of this Security Instrument and shall continue to occupy the Property as Bouwer'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 as parauraph 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 and 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 falled 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 not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower tails 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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce taws or regulations), the 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 Iten which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

- 8. Mortgage Incurance. 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. It 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 lost reserve in flet of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 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 condumnation 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.

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 conduct of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured 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, 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 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 Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in

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interest. Londer shall not be required to commonce proceedings against any successor in interest or refuse to extend according to the wise 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 forboarance by Londor 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 Society Instrument shall bind and bonofit the successors and assigns of Lundor and Borrower, subject to the provisions of paragraph 17. Berrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (n) is co-signing this Security anstrument 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 Londor and any other Berrower may agree to extend, modify, forberr or make any accommodations with regard to the terms of this Security Instrument or the Note without that Berrower'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 lavers finally interpreted so that the interest or other lean charges collected or to be collected in connection with the lear exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount costant to reduce any charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits val be refunded to Borrower. Londor may choose to make this refund by reducing the principal owed under the Norg or by making a direct payment to Betrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment charge under the Note.
- 14. Notices. Any notice to Berrower provided for in this Security Instrument shall be given by delivering it or by manual 4.47 first class mad unless applicable law requires use of another method. The notice shall be directed to the Emporty Address or any other address Bolrower designates by notice to London. Any notice to London shall be given by first class mail to Lendor's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Berrower or Londer whon given as provided in this paragraph.
- 15. Governing Law: Severability. This Society Listrament shall be governed by federal law and the law of the province in which the Property is founted. In the event that my provision or clause of this Security Instrument or the Hete 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 tije Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in it sold or transferred (or if a bonoficial interest in Borrower is sold or transferred and Borrower is not a reagral person) without Londor's prior written consent, Lender may, at its option, require immediate payment in full of an surral secured by this Socurity Instrument. However, this option shall not be extressed by Lender if exercise is probabiled by federal law as of the date of this Security Instrument.

Tra rottce shall provide a If Lander exercises this option, Lender shall give Borrower notice of acceleration. period of not less than 30 days from the date the notice is delivered or mailed within which Ecrewer must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the explinion of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Sorrower's Right to Reinstate. If Borrower moots certain conditions, Borrower shall have the right to have -concentrated 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 Proporty 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 : the receleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses as errol in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' foos; and (d) take see It Action as Lender may reasonably require to assure that the lien of this Socurity Instrument, Lender's rights in the Propedy 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 partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and 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 also 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 the 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 shoth promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazr doors 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 herbickies, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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 sequest 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. Walver 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 small amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Cher - 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 Blweekly Payment Rider Second Home Rider
BY SIGNING PELCW, Berrower acce Instrument and in ony rider(s) executed Witnesses:	opts and agroes to the terms and covenan d by Berrower and recorded with it.	s contained in this Security
alegander and livered and services	358 - 76 - 4	687 (Sent) Borrower
<i>y</i>	Social Security Num	
CAPRIBLA HERPANDEZ	260 Ust 71.	76 (Soul) Borrower
1 (2)	Social Security Number	
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Social Society Number	Social Security Numb	
TATE OF ILLINOIS.  THE CLEATER STORY AND MARKET STORY AND	COUNTY Public in and for a County Public in a County P	aid county and state de hereby certify
	personally known to me to h	e the name person(s) whose name(s)
subscribed to the foregoing instrument, in p.e. United delivered the said instrumen	appeared before me this day in person, in the their free and volument	and acknowledged that they
Special sol forth.  Given under my hand and official s	() (A)	
My Commission Expires:		
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Property of Cook County Clerk's Office

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