

UNOFFICIAL COPY

Prepared by: Return to:
Green
332 N
Suite
St. Cloud, MN 56302-1311



GT-15-14-050 (8/90)

This instrument was prepared by:

Ronald Johnson
(Name)

(Address)

15682538

MORTGAGE

95290845

THIS MORTGAGE is made this 15 day of MARCH, 1995
between the Mortgagor, Pedro E. Rosa Gladys Rosa
(herein "Borrower"), and the Mortgagee, MEEDER INDUSTRIES
a Corporation organized and existing under the laws of Illinois
whose address is 5535 N. NORTH AVE, CHICAGO, IL 60641 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 8842.80
which indebtedness is evidenced by Borrower's note dated 2-15-1995 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on approximately 84 months from disbursement date.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and
the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant
and convey to Lender the following described property located in the County of COOK, State of
Illinois:

All of the property located at 3215 W Thomas, in the
City/Town/Village of Chicago, County of COOK,
State of IL, in which the Borrower/Owner has an ownership, leasehold or other
legal interest. This property is more particularly described on the schedule titled
"Additional Property Description" which is attached hereto as Exhibit A.

The Borrower/Owner does hereby authorize the Mortgage/Beneficiary/Lender
or its assigns to obtain a more detailed property description after the
Borrower/Owner has signed the Mortgage/Deed of Trust, and to attach Exhibit A
after the Borrower/Owner has signed the Mortgage/Deed of Trust.

DEPT-01 RECORDING \$29.50
T#0004 (RA) 6623 05/02/95 15:18:00
#8133 # L# # -95-290845
COOK COUNTY RECORDER

95290845

which has the address of 3215 W Thomas [Street] Chicago [City]
Illinois 60651 [Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
hereinafter referred to 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
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

ILLINOIS

21/96

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with Lender's interest in the Property...

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor...

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property...

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property...

5. Hazard 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 such other hazards as Lender may require...

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage...

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof...

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay the day monthly payments of principal and interest are evidenced by the Note and late charges as provided in the Note...

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

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

ded of trust if such holder is an institutional lender. If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution)...

and applying the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding the Funds to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said the due dates of taxes, assessments, insurance premiums and ground rents...

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 the sums secured by this Mortgage...

either promptly paid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due...

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage...

may require and in such amounts and for such periods as Lender may require. The insurance carrier shall be in a form that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender...

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10. **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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

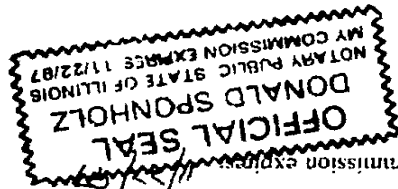
18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

(Space Below This Line Reserved For Lender and Recorder)

Property of Cook County Notary Public's Office



Given under my hand and official seal, this 19th day of March, 1995
My Commission expires 11/22/87

personally known to me to be the same person(s) whose name(s) Mr. Pedro E. Rosa subscribed to the foregoing instrument as Mr. Gladys Rosa and acknowledged that they signed and delivered the said instrument as Mr. Gladys Rosa and Mr. Pedro E. Rosa their free voluntary act, for the uses and purposes therein set forth.

I, Donald Spohnholz, a Notary Public in and for said county and state, do hereby certify that Mr. Gladys Rosa and Mr. Pedro E. Rosa appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as Mr. Gladys Rosa and Mr. Pedro E. Rosa their free voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

95280845

U.S. PROPERTY & APPRAISAL SERVICES CORP.

P.O. BOX 16406, PITTSBURGH, PA 15242-0786

FAX# Telephone Number
800-232-9755 412-220-8410
FAX Number
412-220-8488

----- CLIENT: 18000 -----

----- APPLICANT INFO -----

GREEN TREE FINANCIAL CORP
HOME IMPROVEMENT DIVISION
332 MINNESOTA ST STE 610
ST PAUL MN 55101
ATTN:250-1621229 KARI S

FEDRO E. ROSA
GLADYS ROSA, ET AL
3215 W THOMAS
CHICAGO, IL 60651

FILE # 9503-00875

DATE: 3/08/95

COUNTY: COOK

3/09 1756

PROPERTY REPORT

PAGE 2

(CONTINUED)

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK
IN THE STATE OF ILLINOIS, TO WIT:

LOT 10 IN BLOCK 3 IN GENS AND FREEMAN'S RESUBDIVISION OF PART OF
BLOCKS 2, 3 AND 4 IN HUMBOLDT PARK ADDITION TO CHICAGO IN THE EAST
1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER
9, 1903 AS DOCUMENT NUMBER 3439350, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOT 10
IN BLOCK 3 IN GENS AND FREEMAN'S RESUBDIVISION OF PART OF BLOCKS 2,
3 AND 4 IN HUMBOLDT PARK ADDITION TO CHICAGO IN THE EAST 1/2 OF
SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 1903
AS DOCUMENT NUMBER 3439350, IN COOK COUNTY, ILLINOIS.

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