

UNOFFICIAL COPY

9 5 3 0 7 0 3 7

95307037

95307037

DEPT-01 RECORDING 180014 TRN 5425 05/10/95 09

**\$7350 + JW #4-95-307037
COOK COUNTY RECORDER**

“我真想和你一起生活，但你不能接受我。我不能接受你。”

Special thanks to Prof. Dr. J. C. R. de Matos and Prof. Dr. M. A. P. Góes for their support.

000032270

MORTGAGE

JENNIFER FORTNER
MIDWEST MORTGAGE SERVICES INC.

**1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181**

**THIS MORTGAGE ("Security Instrument") is given on APRIL 21, 1995. The mortgagor is
JUAN JOSE VARGAS AND MARTHA VARGAS, MARRIED TO EACH OTHER.**

1996-1997 學年，我國的經濟增長率為 7.5%，而中國人民銀行的貨幣供應量卻僅僅增長了 5%。

(Borrower). This Security Instrument is given to Midwest Mortgage Services, Inc., also known as First Chicago Mortgage Services, Inc.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose

which is organized and existing under the laws of the State of Illinois, and whose principal office and address is 1901 SOUTH MEYERS ROAD, SUITE 300, OAKMONT TERRACE, ILLINOIS 60181, and whose ("Lender"), by virtue owes Lender the principal sum of

SEVENTY SEVEN THOUSAND SIX HUNDRED & 00/100 Dollars (U.S. \$ 77,600.00).

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 **MAY 1, 2026**. This Security Instrument is subject to the terms of the Note, with interest and all reasonable extensions and

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 1.7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the

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**, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

Suppose now that μ is a probability measure on \mathbb{R}^d . Then μ is called a *stationary measure* if for all $t \in \mathbb{R}$ and all Borel sets $A \subset \mathbb{R}^d$, we have $\mu(A) = \mu(A + t)$.

REAL ESTATE TAX I.D. #: 16-20-315-011 **9532**

607037 *U.S. GOVERNMENT PRINTING OFFICE: 1934 10-1400*

which has the address of **1827 S. 60TH COURT, CICERO** **[Street, City],**
Illinois **60650** **[Zip Code] ("Property Address");**

**ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form SD1A 9/90**

QW-6R(IL) (8405) INSTRUMENT FORMS, INC. Amended 3/61
© 1978 MORTGAGE FORMS (1001821-7281)

Page 1 of 6 Initials: J.J.C MV 9906133840

22511

235A.8

(Signed)

Digitized by srujanika@gmail.com

UNOFFICIAL COPY

Upon payment in full of all sums secured by this Security Instrument, Lender shall fully 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 Property, to interest due, to principal due, to any late charges due under the Note, and 2 shall be applied; first, to any preparatory 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 3, 4, Charges; taxes, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue prior to the maturity provided in Paragraph 2, or if not paid in due manner, Borrower shall pay them on due date to the person owing 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 recitals evidencing the payments.

4. Charges; taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue prior to the maturity provided in Paragraph 2, or if not paid in due manner, Borrower shall pay them on due date to the person owing payment Borrower shall promptly furnish to Lender recitals evidencing the payments.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender within 10 days of the giving of notice, of the actions set forth above within 10 days of the giving of notice.

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 fall on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly liability insurance premiums; (e) yearly flood insurance premiums; (f) yearly realty leasehold payments on the ground rents or the property, if any; (g) in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may require in writing that the maximum amount a Lender for a Federal Home Loan Bank, Lender shall apply the Escrow Items, unless Lender pays Borrower interest on the Funds and applying the Escrow account to make such a charge. Lender, if Lender is such an institution, whose deposits are insured by a federal agency, instrumentality, or entity (including the Escrow Items, unless Lender may not charge Borrower for holding and applying the Funds, annually, analyzing the escrow account, or verifying items, Lender may not charge Borrower for holding and applying the Escrow Items, unless Lender to make such a charge. However, Lender may require to pay a one-half charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to make such a charge. Lender may agree in writing, however, that interest shall be paid at the Funds, Lender shall give to Borrower, without charge, an annual accumulation 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 exceed the amounts permitted to be held by Lender, Lender shall account to Borrower for any time the excess Funds in accordance with the requirements of applicable law, if the sum of the funds held by Lender at any time is not sufficient to pay the Escrow Items which may fall on the property, Lender may so notify Borrower, in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law, if the sum of the funds held by Lender at any time is not sufficient to pay the Escrow Items which may fall on the property, Lender may so notify Borrower, in writing, and, in such case Borrower shall pay the excess Funds held by Lender up to the deficiency. Borrower shall make up the deficiency in no more than twelve months from the date necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months from the date necessary to make up the deficiency.

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

BORROWER COVENANTS that Borrower is lawfully seized of the cattle hereby conveyed and has the right to mortgage all
grain and convey the Property and that the Project 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument.

0422260000

UNOFFICIAL COPY

0000322270

0000322270

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 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 as 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 the 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.

Form 3014-8/90
LCO70356

UNOFFICIAL COPY

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholders, prior to the acquisition.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence 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 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 forcible action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise impair the lien created by this Security Interest or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that a

Lender's good faith determination, precludes forfeiture of the Property or other material impairment of the lien created by this Security Interest or Lender's security interest, but no verbal 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 title to the Property, the leasehold and the fee title shall

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, but, unless 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 by Lender to the extent of the sums secured by this Security instrument immediately

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 Borrower shall promptly give to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and 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 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 in writing, insurance proceeds shall be applied to repair of the sums secured by this Security Instrument, whichever of that time due, which any access 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 when the notice is given.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property be uninsuredability withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain

UNOFFICIAL COPY

0000322270

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 14 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. Miscellaneous. This instrument is subject to the laws of the State of Illinois. It is a general power instrument and may be construed as a power of attorney.

Form 3014-9/96

60/0356

UNOFFICIAL COPY

Form 301A.9/90

Page 6 of 6

0R(1L) (909)

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this
day of July, 1990, at Chicago, Illinois,
signed and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY the
'personally known to me to be the same person(s) whose name(s)

JUAN JOSE VARGAS AND MARITZA VARGAS, MARRIED TO EACH OTHER,
, a Notary Public in and for said county and state do hereby certify that

County as:

Borrower
(Seal)

Borrower
(Seal)

STATE OF ILLINOIS,

Borrower
(Seal)

MARITZA VARGAS

Borrower
(Seal)

JUAN JOSE VARGAS

Witnesses:

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.

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))
- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Fixed Rate Rider
 - Home Improvement Rider
 - Multi Development Rider
 - Second Home Rider
 - Other(s) [Specify]

V.A. Rider

Balloon Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Rate Improvement Rider

Second Home Rider

Other(s) [Specify]

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charges to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
0000322270

95307037

UNOFFICIAL COPY

9 9 3 0 7 0 3 7

Legal Description Rider:

Lot 7 (Except the North 99 Feet thereof) in Block 8
in Mandell and Hyman's subdivision of the East 1/2 of the
Southwest 1/4 of Section 20, Township 39 North, Range 13 East
of the Third principal meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

450070035

UNOFFICIAL COPY

Property of Cook County Clerk's Office