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RECORD AND RETURN TO:
WESTWIND MORTGAGE BANCORP, INC.

5100 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, ILLINOIS 60656
SAS-A DIVISION OF INTERCOUNTY

Prepared by:
KITTY KOLESKE
HARWOOD HEIGHTS, IL 60656

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\$7775 0 MI -95-344553
COOK COU: CORDER

(2) *[Signature]* *[Handwritten Note: Above This Line For Recording Data]*

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 22, 1995**
BENIGNO GAYTAN
AND BERTHA GAYTAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
WESTWIND MORTGAGE BANCORP, INC.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **5100 NORTH HARLEM AVENUE**
HARWOOD HEIGHTS, ILLINOIS 60656 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SIX THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ 106,400.00).

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 **JUNE 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 of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:
PARCEL 1: THE SOUTH 27.58 FEET OF THE NORTH 103.08 FEET OF THE EAST 87.33 FEET OF LOT 6 IN DEMPSTER GARDEN HOMES SUBDIVISION OF PART OF THE
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

09-15-412-051-0000

which has the address of **8818 ROBIN DRIVE , DES PLAINES**
Illinois **60016** Street, City,

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 8/90

Amended 5/91

VFM MORTGAGE FORMS - 1000M21-7291

Initials: *B.G. B.G.*

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B.C. G.
B.C. G.
B.C. G.
B.C. G.

This Security Instrument, if I consider defraudation that any part of the Property is subject to a lien which may affect ownership over and/or retention of the lien, or (c) receives from the holder of the lien an offer to transfer title to the holder authorizing the lien to be held as security against a deficiency of the Property in consideration of the holder's right to recover the amount of the deficiency from the holder, or (d) conveys to the holder a power to prevent the winding up of the property of the defrauder caused by the lien in a manner acceptable to the holder; (b) conveys to good faith the lien notwithstanding that it purports to have authority over this Security Interest unless otherwise (a) agrees in

otherwise shall purport directly over this which has priority over all other interests over the property.

If Borrower makes the payment directly to Lender shall promptly furnish to Lender records concerning the payment to the person and payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly without any claim priority over this Security Interest, and Lender shall pay all taxes, if any. Borrower shall pay

what may claim priority over this Security Interest, and Lender shall pay all taxes, if any. Borrower shall pay

what is due to Lender to apply funds to principal due and due to my late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second, to amounts payable under paragraph 2;

4. Security Interest. This Security Interest shall purport to have the same effect as a deed of trust executed by

of the Property, shall apply to my Funds held by Lender at the time of acquisition of title as a deed of trust executed by

Funds held by Lender; (b) under paragraph 2, Lender shall require of Lender, prior to the acquisition of title

Lender pay in full of all sums owned by this Security Interest, Lender shall promptly refund to Borrower any

unpaid amounts payable, if Lender's sole discretion.

If the excess funds in accordance with the requirements of applicable law to be held by Lender in any

time is not sufficient to pay the current taxes when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess funds in accordance with the requirements of applicable law, to the amount of the Funds held by Lender in any

If the Funds held by Lender exceed the amounts permitted by this Security Interest.

Upon payment in full of the amounts necessary to make up the deficiency in the amount due

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in the amount due

when due, in addition to the amount necessary to pay the deficiency, Borrower shall provide for which each

without charge, in demand account of the Funds, showing credit and debts to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower,

upon notice by Lender to Borrower to pay Borrower any interest or earnings on the Funds used by Lender to provide service

to Lender, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or attorney (the Lender does, unless Lender pays to Borrower interest on the Funds and applicable law permits Lender to make such

Excess funds Lender may not charge Borrower for holding and applying the Note, similarly multiplying the excess amount, or

including Lender, if Lender is not in possession of the funds to pay the Funds to Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurancemid, or entity

Excess funds or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future

use of Lender's funds, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

set forth hereinfrom time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds

related mortgage loans, any charge for Borrower's account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of amounts due under this instrument, Lender may collect insurance premiums,

if any; (c) yearly, mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender in accordance with

and assessments which may apply to property instruments premiums; (b) yearly leasehold payments

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT contains uniform covenants for mutual use and non-uniform covenants with limited

and will defend personally the title to the Property after all debts and demands, subject to any assignments of record.

SECONDARY COVENANT THAT Lender is lawfully created or has the right to negotiate,

Indorsements. All of the foregoing is referred to in this Security Interest as the "Property".

Liens now or hereafter made or heretofore made on the property. All encroachments and additions shall be covered by this Security

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 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 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, 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 Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Notwithstanding anything contained in this Deed, the lessee shall be given by the lessor such time as may be necessary to enable him to make arrangements for the payment of the rent.

13. **Local Councils**, if the local authority is satisfied by the Secretary of State that the local authority will be able to fulfil its functions without any impairment by reason of any difficulty experienced by the local authority in carrying out its functions, may apply to the Secretary of State for a grant under section 10(1) of the Local Government Act 1972.

12. **Successions and Assigns**: joint and several liability; joint and severable liabilities and agreements of husband and wife; the consequences and aftereffects of this document shall bind and benefit the successors and assigns of husband and wife.

(1) **Particulars of the Receivership Fund**—Under section 103A of the Act, the receiver of the bank shall be entitled to receive a sum equal to the amount of the assets available for distribution among the depositors.

Under Section 1 and Part II of the Income Tax Act, it is wrong, for application of proceeds to principal shall not extend or purport to do the like with respect to any amounts referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Purchaser or if, after notice by Lender to Borrower that the commandment orders to make an award to settle a claim for damages, Purchaser 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 sum

be applied to the terms caused by this causality, whether or not the terms are linear due

making, address Borrower and Lender, otherwise agree to writing of unless applicable law otherwise provides, the proceeds shall remain as part of the property, less than the amount of the sum secured immediately herein the

before the closing. Any balance shall be paid to Borrower in the event of a partial usage of the Property in which the trustee or his agents have been compelled to do so for the benefit of the other co-owners.

This document is available online at <http://www.ohio.gov/legislature>

Market value of the property immediately before the exchange is equal to or greater than the amount of the sum received by

In the event of a total loss of the Property, the proceeds shall be applied to the sums secured by this instrument.

shall be paid to Lender.

10. **Candidature.** The proceeds of any award of claim for damages, direct or consequential, in connection with any

9. Impediments, if any, to the right of a party to an inspection make reasonable cause for the inspection.

the premiums required to maintain an adequate measure in effect, or to provide a loss reserve, will be regulated by insurance funds in accordance with any written agreement between the owner and lessee or applicable law.

that longer (equities) provided by an investor is provided by the largest single shareholder and is obtainable, the former shall pay

be in effect, Landlords will accept one and certain other forms of payment as a valid payment in lieu of monthly instalments.

the effect of the new legislation will be to expand the functions of the Board by giving power to the minister to make regulations for carrying out the purposes of the Act.

which can be used to calculate the probability of a particular outcome occurring given the current state of the system.

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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.

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 those 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

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PHOTO BY DAVID J. BROWN

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Specimen(s) shown to me by the same person(s) whose name(s) appears(ed) in the foregoing instrument, appears(ed) before me this day in person, and acknowledged that they signed and delivered the said instrument to me, for the uses and purposes therein set forth.

1. **STATE OF THE ISSUES.** 2. **GOALS** 3. **STRATEGIES**

The BENIGNO GAVATAN AND BERTHA GAVATAN, HUSBAND AND WIFE
"Mother Pucks in and for sand country and take do healthy earthy

جوانب

17225

(1845)

BERTHA GAYLOR

1104

BLITZINGO GAYTAN

AN APPENDIX OF 1,000 Different words and phrases of the terms and conditions contained in this security instrument and

Secondly, it can be argued that the right to receive medical treatment is part of the Second Amendment.

As the society grows older, it will be the duty of the government to provide for the elderly.

22. **Warranties** - Each party agrees to the extent necessary to maintain, render shall release this Security Instrument without charge to Plaintiff, Defendant shall pay any reasonable costs.

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RIDER - LEGAL DESCRIPTION

PARCEL 1: THE SOUTH 27.58 FEET OF THE NORTH 103.08 FEET OF THE EAST 97.83 FEET OF LOT 6 IN DEMPSTER GARDEN HOMES SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 18036731 AND AS AMENDED BY DOCUMENT NUMBER 18318946 AND AS SHOWN ON THE PLAT OF SUBDIVISION AND ALSO THE CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER 18104793, ALL IN COOK COUNTY, ILLINOIS.

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