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SEARCHED INDEXED
INTERCOUNTY TITLE

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DEPT-01 RECORDING \$33.50
T00011 TRAN 2072 06/07/95 09137800
06164 R/V 4--95-368129
COOK COUNTY RECORDER

95368129

[Space Above This Line For Recording Date]

MORTGAGE

This instrument prepared by
and should be returned to:
JENNIFER FORTNER
MIDWEST MORTGAGE SERVICES, INC.,
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

THIS MORTGAGE ("Security Instrument") is given on **MAY 30, 1995** . The mortgagor is
ADAN BEDOLLA AND YOLANDA BEDOLLA, MARRIED TO EACH OTHER

("Borrower"). This Security Instrument is given to
MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **1901 SOUTH MEYERS ROAD, SUITE 300, OAKBROOK TERRACE, ILLINOIS 60181**
("Lender"). Borrower owes Lender the principal sum of

SIXTY EIGHT THOUSAND & 00/100

Dollars (U.S. \$ **68,000.00**).

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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 19-13-106-028

which has the address of **5526 S. MOZART, CHICAGO** [Street, City],
Illinois 60629 [Zip Code] ("Property Address");

**ILLINOIS -Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
M&P -OR(IL) (8406) Amended 5/91
VMP MORTGAGE FORMS • (800) 321-7291**



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Form 3014-9

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien as a result of recommendations of the legal proceedings which in the lien in the manner acceptable to Lender; or (c) secures from the holder of the lien an agreement to defer action on the lien until Borrower shall satisfy the lien or more security instruments, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take other

4. (Chargers) shall pay all taxes, assessments, charges, fines and impositions attributable to the property which they directly or indirectly own. Security instruments and leasehold payments of ground rents, if any, Borrower shall pay directly over to the Securitry Instrument, and Borrower shall pay directly to the payee.

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;

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, 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 instrument, provided, however, that such amounts shall not exceed the amount of the principal balance of the Note.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the holder of the Funds held by Lennder in any time is not sufficient to pay the accrued items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following the occurrence of such a notice.

The Funds shall be held in an institution which deposits are insured by a federal agency, insuring up to \$100,000 per depositor, per institution, or entity (including Federal Home Loan Bank), if Lender is such an institution) or in any federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Escrow fees for holding and applying the Funds, usually multiplying the escrow account, or very slightly more than the Escrow items, unless Lender pays Borrower to pay a one-time charge for a one-time charge for an independent real estate tax reporting service used by Borrower, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law 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 amounts 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, 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 collateral security for all sums secured by this Security instrument.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Purchaser or any trustee on the date specified in the Note and any payment made in accordance with the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may actually payments we due under the Note, until the Note is paid in full, a sum ("Funds") for: (b) yearly leaseshold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with any provision of paragraph (b), 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 in a ledger for a federally regulated mortgage loan may require that Borrower's escrow account under the federal Residential Escrow Practices Act of 1974 be maintained from time to time. Section 2601 et seq. ("RESPA"), unless otherwise law limits applies to the Funds set a lesser amount. If so, Lender may, in any case, 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 due and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

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

variations by jurisdiction to consult a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines utiliorum conveniens for national use and non-utiliorum conveniens with limited general property subject to any encumbrances of record.

ALL OF THE INFORMATION CONTAINED HEREIN IS UNPUBLISHED PROPRIETARY INFORMATION OF BORROWER AND IS OWNED BY BORROWER. ALL REPRODUCTION, DISSEMINATION OR USE OF THIS INFORMATION IS PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF BORROWER.

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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 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 alternative mortgage insurer approved by Lender. If 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 loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/00

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15. Governing Law; Separability. 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 of this Note is held invalid or unenforceable, 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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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 if sent by registered mail to Lender when given as provided in this paragraph.

13. **Loan Charges.** (1) The loan secured by this Security Instrument is subject to a law which sets maximum loans which charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan principal, the reduction will be treated as a partial prepayment without any prepayment charge. Under may choose to make this reduced by reducing the principal owed under the Note or by making a direct payment to the lender, it is a legal reduction, the reduction will be treated as a partial prepayment without any prepayment charge.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments 1 and 2 or change the amount of such payments.

If the Property is abandoned by the Borrower, or if, after notice by lender the condominium 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, in its opinion, either to restoration or repair of the Property or to the sums accrued by this Security instrument, without notice or demand.

111. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in condemnation will, if the award of a trial, taken of the Property, the aggregate shall be limited to the sum secured by this Security instrument shall be paid to Lender.

9. Inspection: Lender or its agent may make reasonable inspections upon and inspections of the property; lender shall have

payments may no longer be received, all the option of a vendor, it must suffice insurance coverage (in the amount and for the period that under requirements provided by law).
premiums received by an insurer approved by Law under section becomes available and is obtained. Borrower shall pay the premium required to maintain insurance coverage in effect, or to provide a loss reserve, until the requirement for mortgage precludes ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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 to Borrower. If ~~any part of the~~ ~~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 unchallenged. 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.

Form 3014, 9/00

Initials: 

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This instrument was prepared by

My Commission Express:

Given under my hand and official seal, this

I subscribe to the foregoing instrument, appeared before me this day in person, and acknowledge that **THE** **THEATR** free and voluntarily set forth in and delivered the said instrument as **THEATR** free and voluntarily set, for the uses and purposes herein set forth.

ADAM BZDOLLA AND YOLANDA BZDOLLA, MARRIED TO RACH OTHER
, ii. Notary Public in and for said country and state do hereby certify that

County ass:

• (Scal) - Lower

(185)

• (Scal)
• (Hortulaner)

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BY SIGNING HEREIN, BOTTLES/WAREHOUSE AGENTS AND DEALERS IR, THEIERS AND CARRIERS CONSENT TO THIS SECURITY STATEMENT AND IN THIS SECURITY STATEMENT FASTERMENT AND IN

24. Rides to this security instrument. If one or more riders are executed by burroower and recorded together with this security instrument, the co-signers and agreeement of each such rider shall be incorporated into and shall amend and supplement the coverments and agreeement of this security instrument. It one or more riders are executed by burroower and recorded together with this security instrument, the co-signers and agreeement of each such rider shall be incorporated into and shall amend and supplement the coverments and agreeement of this security instrument as if the rider(s) were a part of this security instrument.

Check applicable box(es)

<input type="checkbox"/> Adusustable Rate Rider	<input type="checkbox"/> Conditional Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Gradual Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]	

24. **Ride-a-to** to this **Security Instrument**. If one or more riders are executed by Borrower and recorded together with this **Security Instrument**, the co-signers and beneficiaries of each such rider shall be incorporated into and shall assume and supply documents of this **Security Instrument** as if the rider(s) were a part of this **Security Instrument**.

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

without charge to Borrower. Borrower shall pay any reconditioning costs.

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First Chicago Mortgage Services
Midwest Mortgage Services, Inc.

LOAN # 0000322420
5526 N. MOZART
CHICAGO, IL 60629

LEGAL DESCRIPTION RIDER

LOT 75 IN MURDOCK'S GARFIELD BOULEVARD SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

REAL ESTATE TAX I.D. #: 19-13-106-028

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Property of Cook County Clerk's Office

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