

UNOFFICIAL COPY

Recreational

INTERCOUNTY TITLE *(P)* (2)

AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

DEPT-01 RECORDING \$30.50
160011 TRAN 2072 06/07/95 09137100
46162 TRV *-95-368134
COOK COUNTY RECORDER

AP# RAMIREZ, I
LNU 4357922

95368134

[Space Below This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 30, 1995. The mortgagor is Ismael Ramirez and Luisa Chatrez Ramirez, His Wife

S1430503

("Borrower"). This Security Instrument is given to LaSalle Talman Bank, FSB, A Corp. of the United States of America, which is organized and existing under the laws of United States of America, and whose address is 4242 N. Harlem Avenue, Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Seventy Four Thousand Seven Hundred Dollars and no/100 (U.S. \$74,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payment, 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:

LOT 31 IN ELMORE'S RESUBDIVISION OF PART OF BLOCK 1 IN WEYBURN'S SUBDIVISION OF BLOCK 6 O MAHAN'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

19-13-127-004 .

which has the address of

5815 S. Whipple
[STREET]

Chicago
[CITY]

Illinois 60629

("Property Address");

[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90.

35138

REC'D S9865

UNOFFICIAL COPY

FORM 3014 9/90

ISCS/CMDTIL//0894/3014(0990)-L PAGE 2 OF 8
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

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 later in priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or round rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph B, in lieu of his right to collect and hold Funds in an amount not to exceed the maximum amount under the general Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12% account under U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data reasonably estimable of expenses incident to the security of the Funds or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose depository is insured by a federal agency. Instruments, or entity (including Lender, 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 get charge Borrower for holding funds applying the Funds and analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies to pay the Escrow items. Lender may require to pay a one-time charge for an independent real estate appraiser to make such a charge. However, Lender may require Borrower to pay a one-time charge for a service Borrower to furnish information relating to the Funds and interest Borrower shall pay the Funds to pay the Escrow items, unless Lender pays Borrower interest on the Funds and applies to pay the Escrow items. Lender shall be liable for any damage to the Funds resulting from the failure of the escrow agent to hold the funds as required by law.

The Funds shall be held in an institution whose depository is insured by a federal agency, or entity (including Lender, 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 get charge Borrower for holding funds applying the Funds and analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower to pay a one-time charge for a service Borrower to furnish information relating to the Funds and interest Borrower shall pay the Funds to pay the Escrow items. Lender shall be liable for any damage to the Funds resulting from the failure of the escrow agent to hold the funds as required by law.

If Lender's sole discretion, Borrower shall make up the deficiency in no more than twelve months to make so nobly Borrower in writing. And, in such case Borrower shall pay to Lender the amount necessary to account of the Funds held by Lender in excess of the requirements of applicable law. If the account to Borrower for the excess Funds in any time is not sufficient to pay the Escrow items when due, Lender shall make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months to account of the Funds held by Lender in excess of the requirements of applicable law. If the account to Borrower for the excess Funds in any time is not sufficient to pay the Escrow items when due, Lender shall make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months to account of the Funds held by Lender in excess of the requirements of applicable law. If the account to Borrower for the excess Funds in any time is not sufficient to pay the Escrow items when due, Lender shall make up the deficiency.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

55368134

LN# 4357922

APP RAMIREZ, I

UNOFFICIAL COPY

AP# RAMIREZ

L.N# 4357922

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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.

95368134

UNOFFICIAL COPY

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect any rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or foreclosure or to enjoin laws or regulations), then Lender may do and pay for whatever is necessary to protect Lender's rights in the Property (such as a proceeding that may affect Lender's rights in the Property) over and above the amount of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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.

UNOFFICIAL COPY

13. **Lawsuit Charges.** If the loan received by the Securitily instrumented is disbursed to a bank which sets maximum loan charges, and this law is finally interpreted as discriminatory under the Fair Housing Act, it will be remedied by the court. It is collected in connection with the loan exceeded the permitted limit, then (a) any such loan charged will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any charge will be removed if it exceeds the permitted limit, but the original amount will be repaid under Note.

12. Successors and Assigns Bound jointly and severally liable under and benefit by all covenants and agreements of this Security Interest in general liability, Co-signers, The co-venturers and Borrower, successors to the provider of paragraph 17, Borrower's executors, and beneficiaries shall be joint and several. Any Borrower who co-signs this Security Interest in general liability shall be liable to the provider of paragraph 17, Borrower's executors, and beneficiaries shall be joint and several. Any Borrower who co-signs this Security Interest in general liability to more than one Note, shall be liable to the provider of paragraph 17, Borrower's executors, and beneficiaries shall be joint and several. Any Borrower who co-signs this Security Interest in general liability to more than one Note, shall be liable to the provider of paragraph 17, Borrower's executors, and beneficiaries shall be joint and several.

11. Borrower's Not Releasement of Amortization of Liabilities by Lender Not to Waver. Extension of the time for payment or nondeliverance by Lender of such a secured liability instrumented by Lender to any successor of Borrower in interest or to release the liability of the original Borrower or Borrower's successor in interest, Lender shall not be required to commence proceedings against any Borrower or Borrower's successor in interest.

not then due.
Unless and otherwise agree in writing, any application of proceeds to principal shall
not exceed the due date of the monthly payments referred to in paragraphs 1 and 2 or change
the amount of such payments.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, which is to 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 equal to or greater than the amount of the sums secured by this Security instrument, the amounts of the sums secured by the Security instrument, which is to be paid to Borrower and Lender under this Security instrument immediately before the taking will be reduced by the amounts of the proceeds 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 by this Security instrument, the amounts of the sums secured by the Security instrument, which is to be paid to Borrower and Lender under this Security instrument immediately before the taking will be reduced by the amounts of the proceeds paid to Borrower.

10. **Graduation.** The proceeds of any award or claim for damages, directed or consequential, in connection with any graduation or other taking of the property, or for conveyance in lieu of graduation, hereby assented and shall be paid to Lender.

UNOFFICIAL COPY

AP# RAMIRE I

LN# 4357922

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.

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

9536513-1

UNOFFICIAL COPY

AP# RAMIRE, I

LN# 4357922

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. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

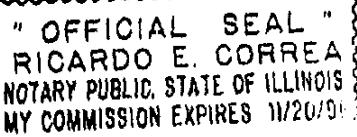
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

UNOFFICIAL COPY

FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
PAGE 8 OF 8
IS/CMDTL//0894/3014(0990)-L



This instrument was prepared by: Darcel J. Williams
Address: 12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

Notary Public

Ricardo E. Correa

My commission expires:

Given under my hand and official seal, this 30 day of May, 1995.

Instrument, appeared before me this day in person, and acknowledged that the foregoing instrument, known to me to be the same person(s) whose name(s) appears attached to the foregoing

[Same] Ramírez and Irma Charrez Ramírez, his wife
1. the undersigned, a Notary Public in and for said county and state do hereby certify that

STATE OF _____ County of _____
[Space Below for Acknowledgment]

-BORROWER
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in Page 1
through & of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses: (Signature) (Signature)
AP# RAMIREZ, I
LNU# 4357922

95368134