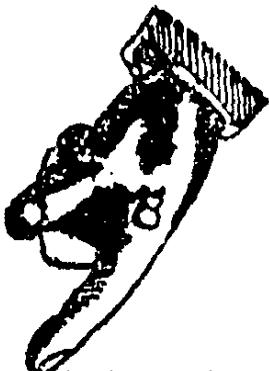


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DEPT-01 RECORDING \$31.50  
T#0014 TRAN 8409 09/10/96 10:10:00  
#5326 # JW #-96-689363  
COOK COUNTY RECORDER

Prepared by:

DEBRA FEY 5400 S Pulaski Road - Chicago, IL 60632

Loan Number: 0303060800

MAIL TO: Park Federal Savings Bank 5400 S Pulaski Road - Chicago, IL 60632

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 15, 1996  
HILARIO HERNANDEZ, HUSBAND AND ADRIANA ORONA, HIS WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to Park Federal Savings Bank

which is organized and existing under the laws of State of Illinois  
address is 5400 S Pulaski Road - Chicago, IL 60632

(Lender). Borrower owes Lender the principal sum of  
SEVENTY THREE THOUSAND FIVE HUNDRED TWENTY AND NO/100

Dollars (U.S. \$73,520.00).

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 SEPTEMBER 1, 2026. 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 10 IN BLOCK 66 IN FREDERICK H. BARTLETT'S CENTRAL CHICAGO,  
BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4 AND THE  
NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

P.I.N. 19-09-409-026-0000

96689363

which has the address of 5130 SO LAMON, CHICAGO

[Street, City],

Illinois 60638

[Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INITIALS: EHH

INSTRUMENT Form 3014 9/90

LAW OFFICES OF GRILL (19802)

Amended 6/91



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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."

**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.

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.

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

**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.

**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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground 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 8, 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 a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 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 and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, 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 not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, 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 earnings 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, an 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 additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall take up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 2, 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 leasehold 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

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b. Mortgagor shall pay all taxes, assessments, license fees, insurance premiums, and other charges which may be levied or imposed upon the property or the improvements thereon.

Any amounts outstanding under any loan(s) under this financing plan / shall become additional debt of Borrower secured by this Security Instrument.

7. Protection of Leander's Right to Privacy: It is important to note that Leander's right to privacy may be violated if he is monitored without his knowledge or consent. This could occur through hacking, wiretapping, or other illegal means. Therefore, it is crucial to take steps to protect Leander's privacy and prevent such violations.

6. **Occupancy, Protection, Lien:** Borrower shall occupy, and shall use the Property as Borrower's principal residence, a **Loan Application**, **Lender**, **Security** **Lien** **and shall** **comply** **with** **all** **the** **terms** **and** **conditions** **to** **accept** **this** **Property** **as** **Borrower's** **principal** **residence** **within** **sixty** **days** **after** **the** **execution** **of** **this** **Agreement**, **unless** **Lender** **otherwise** **agrees**, **in writing**, **which** **consent** **shall** **not** **be** **unreasonably** **withheld**, **or** **unless** **this** **Agreement** **contains** **any** **provision** **which** **is** **beyond** **Borrower's** **control**. **Borrower** **shall** **not** **damage** **or** **neglect** **any** **part** **of** **the** **Property**, **allow** **the** **Property** **to** **deteriorate**, **or** **committ** **waste** **to** **this** **Property**, **Borrower** **shall** **be** **in** **default** **if** **any** **foreclosure** **action** **or** **process** **is** **commenced**, **whether** **as** **a** **result** **of** **negligence**, **materially** **impairing** **the** **value** **of** **this** **Property**, **or** **caused** **by** **this** **Security**, **or** **any** **imperfection** **in** **the** **title** **to** **this** **Property**, **or** **any** **impairment** **of** **the** **title** **to** **this** **Property**, **provided** **that** **Lender** **is** **not** **responsible** **for** **any** **impairment** **caused** **by** **Lender's** **negligence**, **gross** **negligence**, **willful** **misconduct**, **or** **fraud**. **Borrower** **shall** **be** **in** **default** **if** **any** **foreclosure** **action** **or** **process** **is** **commenced**, **whether** **as** **a** **result** **of** **negligence**, **materially** **impairing** **the** **value** **of** **this** **Property**, **or** **any** **imperfection** **in** **the** **title** **to** **this** **Property**, **or** **any** **impairment** **of** **the** **title** **to** **this** **Property**, **provided** **that** **Lender** **is** **not** **responsible** **for** **any** **impairment** **caused** **by** **Lender's** **negligence**, **gross** **negligence**, **willful** **misconduct**, **or** **fraud**. **Borrower** **shall** **be** **in** **default** **if** **any** **foreclosure** **action** **or** **process** **is** **commenced**, **whether** **as** **a** **result** **of** **negligence**, **materially** **impairing** **the** **value** **of** **this** **Property**, **or** **any** **imperfection** **in** **the** **title** **to** **this** **Property**, **or** **any** **impairment** **of** **the** **title** **to** **this** **Property**, **provided** **that** **Lender** **is** **not** **responsible** **for** **any** **impairment** **caused** **by** **Lender's** **negligence**, **gross** **negligence**, **willful** **misconduct**, **or** **fraud**.

Ultimate Leader and Senior Vice Officer will be in writing, any communication of procedure to principal shall not exceed or damage to the property prior to the removal shall pass to the extent of the sum secured by the Security Deposit.

All insurance policies and renewals shall be acceptable to Londoner and shall include a standard mortgage clause. Londoner shall provide full renewal notices in the event of loss. Borrower shall give prompt notice to the insurance carrier and Londoner.

5. Hazard or Property Damage. Bontower shall keep the improvements now existing or hereafter erected on the property situated loan by fire, hazards included within the term "extended coverage" and any other hazards. The property insurance agent loan by fire, hazards included within the term "extended coverage" and any other hazards, for which Landlord requires insurance, shall be maintained in the amount and for the period of time required by Landlord.

(the Security Instrument), Lender may give Borrower a notice demandlyng due lnen. Borrower shall satisfy the lnen or take one or more of the actions set forth above within 10 days of the delivery of notice.

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14. **NOTICE:** Any notice to Burrower provided for in this Security Instrument shall be given by delivery or by mailing it by first class mail unless otherwise specified in law requiring use of another method. The notice shall be directed to the Proprietary Address or any other address Burrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Committee.** If the loan received by the Society matriculates in absentia to a law which does not 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 exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limit will be refunded to the borrower. In addition, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. In order to make this refund by reducing the principal owed under the Note or by making a direct payment 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. In either case, the amount of the reduction will be treated as a partial prepayment without any payment to Borrower.

12. **Succesors and Assignees** Joint and Several Liability. Co-defendants, successors and assigns of this Security instrument shall bind and benefit by the successions and assignments of Landlord and Tenant. The convenience and agreeability of this Security instrument shall be joint and several liability of Landlord and Tenant.

Under Section 10 and Subsection (a) of Article 11, any application of proceeds to principal shall not detract or  
partition the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

"The property is bounded by Borthwell, at first hollow by Lander to Borthwell but the condominium offers to make an award of notes a claim for damages. Borthwell has to respond to Lander's claim for reparation or part of the property or to the audited value of the property if it is sold.

be applied to the sums received by the Secretary, until the amount due.

Condemnation of other lands or any part of this property, or for conveyance in lieu of condemnation, are hereby arranged and proceedings to commence at an early date.

**Borrower notice at the time of or prior to an inspection specifically regarding cause for the inspection.**

the primary function of insurance is to provide indemnity payments in the event of loss or damage to property or personal assets.

obtain coverage subsequently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost of equivalent coverage provided by Lender if loan becomes available and is obtained. Borrower shall pay premium monthly in effect, from an ultimate mortgage insurer approved by Lender. Lender shall not be liable for any loss or damage resulting from the failure of the ultimate mortgage insurer to make payment to Lender under the terms of the policy.

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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 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 attorney's 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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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 recording 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))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

SOTTO

HILARIO HERNANDEZ

(Seal)

Borrower

ADRIANA ORONA

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

I, the undersigned  
that HILARIO HERNANDEZ and ADRIANA ORONA

COOK

County #:

, a Notary Public in and for said county and state do hereby certify

his wife

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument in their

free and voluntary act, for the uses and purposes therein set forth.  
day of AUGUST 1996

Given under my hand and official seal, this 15th

Notary Public

My Commission Expires:

