MOAN A411582101L UNOFFICIAL COPY



Equity Fifty 415 M. Ladath / Suite 402 Chiengo, It 60 in

- Lynn	1250	fipage Above This Line For Re	cording Data	-
	0000	MORTGAG	E ;	23°
1996	The mortgagor is FE	RNAMIO RIVERAMAND VIRGI ("Pungwer"). This Boour	Iwenty-seventh day of September INIA RIVERA** AS JOINT TENANTS rity Instrument is given to	<u></u>
under th 3731 W	of America a laws ofCalifornia LSHIRE BLVD. SUITE 1 aum ofSIXTY-FIVE]	000. LOS ANGELES, CA 10010 HOUSAND AND 0//100	, which is organized and e , and whose address is	xisting ier the
debt, if Security all renur advances Borrows Borrows	not paid earlier, due a instrument secures to wale, extensions and a id under paragraph 7 to it's covenants and agr	and payable on 10/28/2/4/9. Lender: (a) the repayment of the nodifications of the Note; (b) o protect the security of this seements under this Security	nich provides for monthly payments, with the debt evidenced by the Note, with interest the payment of all other sums, with in Security instrument; and (a) the performation and the Note. For this puder the following described property local.	. This st, and sterest, new of impose,
SUBINI OF \$1	IVISION IN BLOCK \$	IN MAHAN'S SUBDIVISION : 38 NORTH, RANGE 13, EA	VENUE ADDITION TO MARQUETTE MANOR OF THE SOUTH & OF THE NORTHWEST AST OF THE THIRD PRINCIPAL MERIDIA	<u>k</u>
which is	in [9] ~ 1.25 \odot as the address of -583	i ''; 7 SOUTH TROY STREET	CHICAGO CHY	Pari 10 sparent
Illinois _	TOGETHER WITH all th		after erected on the property, and all masse	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, 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 fore-point is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is levifully selsed 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.

*SINGLE NEVER MARRIED
**HARRIED TO ANGEL RIVERA

Property of Cook County Clerk's Office

96755206

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

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. If required by Lender, Borrower shall pay to Lender on like day monthly phyments 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 feasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance promiums, 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. § 2801 at seq. ("RIESPA"), unless another law that applies to the Funds sets a longer 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, it fender 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 four, 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 Excrow Items when due, Lender may so notify florrower in writing and, in such case, Borrower shall pay to Lender the amount recessary to make up the deliciency. Borrower shall make up the deliciency in no more than tweete monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrover 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 perments received by Lender paragraphs 1 and 2 shall be applied: I ret, to amounts payable under paragraph 2 second, to interest due; third, to principal due; and fourth, 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 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, legel proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the incider 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, Londer 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.

Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter eracted 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 florrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender option, oldain 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 mortgagee 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 premitims 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 Burrower otherwise agres in writing, insurance proceeds shall be applied to restoration or repair to the Property damaged, if the restoration or repair is economically feasible and Lender's security is not leasened. If the restoration or repair is not economically feasible or Lender's security would be leasened, 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 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 Borrovicz otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due octo 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 the Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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. Corrower 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 torfeiture 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 iten dreated by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstern as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in London's good faith determination, precludes forfeiture of Borrower's interest in the Property or other material imporment of the lien created by this Security Instrument or Landar's security interest. Borrower shall also be in default in Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for falled to provide Lender with any material information) in connection with the loan evidenced by the Notic including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a teasehold, Borrower shall comply with all the provisions of the frace, if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lander sprees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the commants 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 forieliums 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 Londer under 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.

Mortgage Insurance. If Lender required mortgage insurance as a condition of making the toan 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 passes 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 alternate 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 Ileu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrover notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the principle fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property Immediately before the taking. Any balance shall be paid to Borrower. In the event of repartial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking in less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured or this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the clate the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forebearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in Interest of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in Interest. Lender shall not be required to commence proceedings against any successor in Interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preciude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provsions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, for pear or make any accommodations with regard to other terms of this Security Instrument or the Note without that Borrower's consent.

33. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets may be produced an interpret of that the interest or other loan charges collected or to be chilected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lander. 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 desmud 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 boated. 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 on a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or it's 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 fodoral law as of the date of this Security Instrument.

If Lender exercises this option, Lender a full giver Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the drie the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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 contain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at my time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before 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 assume that the lian of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay he 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 Serurity Instrument) may be sold one or more times without prior notice to Burrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and 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 other information required by applicable law.

20. Hezardous 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.

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action of any governmental or regulated Substance or Environmental Law of which any governmental or regulatory authority affecting the Property is necessary, Bornwith Environmental Law. As used in this paragraph 20, hazardous substances by Environmental tawnesses or formaldehyde, and radioactif asbestos or formaldehyde, and radioactif federal laws and laws of the jurisdiction. NON-UNIFORM COVENANTS. E. 21. Acceleration; Remedies. In this Mortge 19, including the covern as provided in paragraph 17 hereof, sums secured by this Becurity Instrument by Judicial proceeding. Let the remedies provided in this paragraph 19 hereof, and title evidence, which shall be 22. Release. Upon pryment of Security Instrument without charge to Both 23. Walver of Homestee 4. 3cm	ch Borrower has actual knowledge. If Borrower shall promptly take all necessary reviewer shall promptly take all necessary reliazardous. Substances are those substances and the following substances toxic posticides and herbicides, volatile we materials. As used in this paragraph attention where the Property is located the corrower and Lender further covenant and lender further covenant and lender at its option may sums seculated the content at its option may require imment without further demand and sinder shall be entitled to collect all expenses the lender at its option may require imment without further demand and sinder shall be entitled to collect all expenses the lender and secured by this Security instructions. Borrower shall pay any recordation of the covenants and agreements of each string povenants and agreements of this	e Property and any Hazardous or rower learns, or is notified by not any Hazardous Substance emedial actions in accordance ubstances defined as toxic or is; gasoline, kerosene, other is solvents, materials containing 20, "Environmental Law" means at relate to health, safety or diagree as follows: ent or agreement of Borrower red by this Mortgage, except mediate payment in full of all may foreclose this Security spenses incurred in pursuing resonable attorneys' fees and ment, Lender shall release this on costs. uption in the Property, uted by Borrower and recorded such rider shall be incorporated.
Adjustable Rate Rider	Cond min.um Rider	1 - 4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Blweekly Payment Rider
Balloon Rider	l Rate improve non' Rider	Second Home Rider
Other(s) [specify]	4	
BY SIGNING BELOW, Borrows Security instrument and in any rider(s) e	r accepts and agrees to the terms an xecuted by Borrower and recorded with i	d covenants contained in this i.
Witnessos:		•
ANGEL RIVERA*	MANIMA INGINA	Kinya.
*SIGNING FOR THE PURPOSE O	F WAIVING HOMESTEAD RIGHTS.	
0-	ace Below This Line For Acknowledgement	

Space Below This Line For Ac	knowledgement	-
STATE OF ILLINOIS HORAT	County su:	COOK
a Notary Public in and for said county and state do hereby cer ANGEL RIVERA		RIVERA AND
subscribed to the foregoing instrument, appeared before THEY MM signed and delivered the said instrument uses and purposes therein set forth.		_
	TTIL day of	SEPTEMBER 1996
My Commission Expires OFFICIAL SEAL MICHAEL M KUNDRAT	Hary Fully	The state of the s
This instrument was prepared 460 PUBLIC STATE OF ILLIBORS AND COMMISSION REPORT OF ILLIBORS OF THE PROPERTY OF	700 W. 167TH ST., CA	LUHET CITY, IL 6040

Appendix "A"	
STATE OF Nevada COUNTY OF Litercle	
I the undersigned, a Notary Public in and for said County and State,	
do hereby certify that Virginia Tivora	
And the same of th	
personally known to me to be the same person whose name 15	
subscribed to the foregoing instrument, appeared before me this day	
in person, and acknowledged that www. signed and delivered the	
said instrument as her free voluntary act, for the ose and purposes	ζ
therein sat forth.	
3,	(
Given under my hand and official meal, this 28 mzy of	
Sientember, 1996.	
My commission expires: 7-18-2000 (Notary Public Malan	•
JANE C. NOLAN	
Appointment Recorded in Washoe County	

96750X0X

Proberty or Cook County Clerk's Office

AND COUNTY TO STAND OF MANAGE COUNTY TO STAND TO STAND COUNTY TO STAND COUNTY

