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RECORDATION REQUESTED BY:

Metropolitan Bank & Trust Co.
2201 W. Cermak Road
Chicago, IL 60608-3996

96827973

WHEN RECORDED MAIL TO:

Metropolitan Bank & Trust Co.
2201 W. Cermak Road
Chicago, IL 60608-3996

SEND TAX NOTICES TO:

Metropolitan Bank & Trust Co.
2201 W. Cermak Road
Chicago, IL 60608-3996

DEPT-01 RECORDING \$37.00
T40012 TRAN 2705 10/30/96 10:41:00
99404 + CG *96-827973
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

This Mortgage prepared by: **METROPOLITAN BANK & TRUST COMPANY**
2201 WEST CERMAK ROAD
CHICAGO IL 60608

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 24, 1996. The mortgagor is DANIEL GONZALEZ and CATALINA GONZALEZ, HIS WIFE ("Borrower"). This Security Instrument is given to Metropolitan Bank & Trust Co., which is organized and existing under the laws of the State of Illinois and whose address is 2201 W. Cermak Road, Chicago, IL 60608-3996 ("Lender"). Borrower owes Lender the principal sum of Forty Four Thousand Four Hundred Fifty One & 00/100 Dollars (U.S. \$44,451.00). 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 November 1, 2003. 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 33 IN ROMANOWSKI'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOX 333-CTI

which has the address of 5531 SOUTH TALMAN, CHICAGO, Illinois 60629 ("Property Address") and the Real Property Tax Identification Number of 19-13-203-014-0000;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 (page 1 of 7)

Handwritten notes on the left margin: "76 36926" and "DB" with circular stamps.

Vertical handwritten number "96827973" on the right margin.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower promptly furnish to Lender receipts evidencing the payments.

all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents. If 4. Charges; Liana. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to

due under the Note. amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender credit against the sums secured by this Security Instrument.

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

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

this Security Instrument. which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest a one-time charge for an independent real estate tax reporting service used by Lender in connection with this Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or with applicable law.

basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance held Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the Settlement Procedures Act of 1976, 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 federally related mortgage loan, may require for Borrower's escrow account under the Federal Real Estate Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a paragraph 5, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of (properly insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance on the Property; (f) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower

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

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

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

subject to any encumbrances of record. 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

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."

(Continued)

Loan No 113-193-8

FNMA/FHLMC MORTGAGE

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(Continued)

(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.

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.

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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 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 lieu 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 Borrower 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 following 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 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 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 by 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 date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance 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 or 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 preclude 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 provisions 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, 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 limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already 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

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10-24-1998
Loan No 113-193-8

FNMA/FHLMC MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) ss

On this day before me, the undersigned Notary Public, personally appeared DANIEL GONZALEZ and CATALINA GONZALEZ, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of October, 1998

By [Signature] Residing at _____

Notary Public in and for the State of Ill

My commission expires _____

"OFFICIAL SEAL"
CLORA B. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 26, 2000

Fixed Rate, Installment.
LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.22a (c) 1996 CFI ProServices, Inc. All rights reserved.
[IL-G203 GONZALDA.LN]

Notary of Cook County Clerk's Office

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PROPERTY OF
COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 354-2000 FAX: (773) 354-2001

Property of Cook County Clerk's Office

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 24th day of October, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Metropolitan Bank & Trust Co. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5531 SOUTH TALMAN, CHICAGO, Illinois 60629

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 10 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the

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