

# UNOFFICIAL COPY

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T40013 TRAN 4817 10/31/96 12:30:00  
#5540 TB #--96-833325  
COOK COUNTY RECORDER

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Loan No. 1096-5383-6-P

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 30, 1996  
The mortgagor is LIBRADO BARRAZA and ARMIDA BARRAZA, his wife

(("Borrower"). This Security Instrument is given to  
FAMILY FEDERAL SAVINGS OF ILLINOIS  
which is organized and existing under the laws of UNITED STATES OF AMERICA  
5217-29 W. 25TH STREET CICERO, ILLINOIS 60804  
, and whose address is

(("Lender"). Borrower owes Lender the principal sum of  
EIGHTY EIGHT THOUSAND AND NO/100 \*\*\*\*\*,  
Dollars (U.S. \$ 88,000.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
October 1st, 2021. 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:  
LOTS 5 AND 6 IN BLOCK 5 IN HAWTHORNE SQUARE SUBDIVISION OF BLOCKS 3,4,5,8 AND 9 IN  
THE SUBDIVISION OF THAT PART OF THE EAST 3/4 OF THE WEST 1/4 OF SECTION 28, TOWNSHIP  
39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER  
OF OGDEN AVENUE, IN COOK COUNTY, ILLINOIS.

\*6

PIN 16-28-311-014-015

96833325

which has the address of

5311 w. 30TH PLACE  
[Street]

CICERO  
[City]

Illinois

60804  
[Zip Code]

("Property Address");

3180

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1876 (9408)

(Page 1 of 6 pages)

Form 3014 9/90

Great Lakes Business Forms, Inc.   
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EQUATIONS OF MOTION

5. **Hazard and Property Insurance.** Borrower shall keep the above insurance or hazard coverage in effect on the

Borrower shall promptly discharge any lien which has priority in 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) consents in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the Lender an amendment of this instrument which provides that the Lender's interest in the security interest in the collateral will be subordinate to the Lender's interest in the collateral.

**4. Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and expenses attributable to the property which may attach thereto, security interests, and lesseeshold paym ents of 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 named in the instrument provided in paragraph 2, or to the party to whom such payment is due.

### **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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender, if, under paragraph 2, Lender shall agree to sell the Property, Lender, prior to the acquisition of title of the Property, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sum secured by this Security Instrument.

If the Friends held by the Lender exceed the amount permitted to be held by any affiliate of the Lender, the Friends held by the Lender shall pay to Borrower the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The funds shall be held in a institution whose deposits are insured by a federal agency, insurancemoney, or entity including Lender, if Lender is such an institution or in any federal Home Loan Bank, including Lender's interest in paying the escrow items, Lender may not charge Borrower for holding and applying the escrow account or verifying the escrow items, Lender pays Borrower interest on the funds and applies the escrow account to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with the loan, unless applicable law permits Lender to do so.

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 premiums which may accrue during the term of the Property, if any; (b) yearly leasehold premiums and assessments which may accrue during the term of the Security Interest as a lien on the Property; (c) yearly premiums of general rents on the Property, if any; (d) yearly sums payable by Borrower to insurance companies which may accrue during the term of the Property, if any; and (e) yearly premiums of property insurance premiums. If any sums paid by Lender in accordance with the provisions of paragraph 2, in lieu of the payment of insurance premiums, are called "Funds", we call them "Funds items". Lender may require Lender to hold Funds in an amount not to exceed the maximum amount a lender for a residential real estate loan may require for Borrower's escrow account under the relevant Settlement Proceeds Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless otherwise provided in the Note, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future factors in accordance with applicable law.

1. Payment of Principal and Interest: Prepayment and late charges due under the Note.

INFORMAL OWNERS. Borrower and Lender covenant and agree as follows:

merger/s, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record; however, warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

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

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an 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.

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18. Borrower's Right to Remedy. 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

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 of Borrower.

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 Lander's prior written consent. Lander 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 Lander if exercise is prohibited by federal law as of the date of this Security Instrument.

16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security Instrument, delivered to the servicer.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

<sup>34</sup> Given these provisions to this end the provisions of this section and the note are

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property at the address Borrower designs by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or to any other address Lender designs by notice to Borrower. Any notice provided for in this Security Instrument shall be given by first class mail to the address Borrower designs by notice to Lender or to any other address Lender designs by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or to any other address by notice to Lender. This Security Instrument shall be governed by the laws of the State of California. The parties hereto consent to the jurisdiction of the state and federal courts located in San Francisco, California, over any action or proceeding arising out of or relating to this Security Instrument.

**13. Loan Charges.** If the loan secured by this Security Deed 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 charge shall be reduced by the amount necessary to reduce the loan to the permitted limits; then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and by reducing the amount so reduced to the permitted limit, the remainder will be paid 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 premium paid under the Note.

Under such circumstances, any application of proceeds to principal shall not extend or shorten the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

lender is entitled, at his option, to collect and apply the proceeds, either to restoration or repeat of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make when due.

otherwise 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

Property is immediately bettered before the taking. Any balance that 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

seceded by this Security Instrument before the recording of this instrument in the records of the County Clerk of the State of New York, shall be reduced by the amount of the proceeds unpaid by the following:

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 last market value of the Property immediately before the taking is equal to or greater than the sum

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument and shall be paid to Lender.

10. **Condemnation.** The proceeds of any award of the Property, or for convenience in lieu of condemnation, are hereby

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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}      |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Witness:

/ \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower LIBRADO BARRAZA -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower ARMIDA BARRAZA -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower \_\_\_\_\_ -Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, JAMES R. GALLAGHER  
do hereby certify that

a Notary Public in and for said county and state,  
LIBRADO BARRAZA AND ARMIDA BARRAZA, his wife

, personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed  
and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set  
forth.

Given under my hand and official seal, this

30th day of October 1995

My Commission expires:

9-8-2000

96833325

Notary Public

This instrument was prepared by

E. Leahy

(Name)

5225 W 25th St Cicero IL 60804

(Address)

"OFFICIAL SEAL"  
JAMES R. GALLAGHER  
Notary Public, State of Illinois  
My Commission Expires 9-8-2000

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23. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall paid fees and costs of title. Security provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in full of all sums secured by this Security Instrument without further demand and may foreclose this Security default is not cured on or before the date specified in the notice. Lender at its option may or, after immediate payment proceeding the non-existence of a default or any other defense of Borrower to accelerate to collect, retention and foreclosure shall further inform Borrower of the right to remit late after acceleration and the right to assert in the Property. The notice sums secured by this Security Instrument, unless otherwise by judicial proceeding and sale of the Property. The notice cure; and (d) that failure to cure the default on or before the date specified in the notice must be default; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be unless applicable law provides otherwise. The notice shall specify: (a) the faults; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 NON-UNIFORM COVENANTS. Borrower and Lender further agree as follows:

relate to health, safety or environmental protection.

in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used Environmental Law and the following substances, carcinogen, mutagen, irritant or toxic potential products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by paragraph take all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall law of which Borrower has actual knowledge, if Borrower leases, or is notified by any government or regulatory authority, government or regulation agency of private parties involving the Property and any Hazardous Substances of Environmental Borrower shall promptly give the Lender written notice of any investigation, claim, demand, lawsuit or other action by any resident uses and to maintainance of the Property.

storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances and to maintaination required by applicable law.

Property that is in violation of the 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 resident uses and to maintainance of the Property.

Borrower will be given written notice of the Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will 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, known as the "Loan Servicer", that collects monthly payments due under the Note and this Security Instrument. There also instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the Security instrument and the obligation 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.

Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this security provided by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security sum secured by this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the instrument to assure that the lien of this Security Instrument and the Note as it stands may reasonably instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably pay's Lender all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; pays all expenses incurred in enforcing this Security (b) gives any default of any other governments or agreements; (c) pays all expenses incurred in the entry of a judgment against this Security instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably pay's Lender all sums which would be due under this Security Instrument. Those conditions are that Borrower: (a) Security instrument or the entry of a judgment against this Security Instrument. Those conditions are that Borrower: (a) applicable law may specify for circumstances before sale of the Property pursuant to any power of sale contained in this

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