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THIS INSTRUMENT PREPARED BY:

M. BOSLER

HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 6005
CITY OF INDUSTRY, CALIFORNIA 91716-0005
LOAN NO. 1831419-8

96138546

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

[Space Above This Line for Recording Data]

U.S. COPIES & LEGAL

MORTGAGE

FEBRUARY 15

43350
JW

1996 THIS MORTGAGE ("Security Instrument") is given on FORMERLY KNOWN AS
19. The mortgagors, JUAN FLORES AND TERESA FLORES, ~~AKA/ROOK/TAYLOR AS JUAN FLORES AND TERESA SHARP,~~
HUSBAND AND WIFE *JF JW*

("Borrower"). This Security Instrument is given to HOME SAVINGS of AMERICA, FSB, which is organized and existing under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THOUSAND AND NO/100

Dollars (U.S. \$ 100,000.00). 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 MARCH 1, 2014. 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 18 IN BLOCK 149 IN THE HIGHLANDS OF HOFFMAN ESTATES, UNIT NO. 12, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN SCHAUMBURG TOWNSHIP, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED NOVEMBER 21, 1960 AS DOCUMENT NO. 18021928 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

LAWYERS TITLE INSURANCE CORPORATION

COMMONLY KNOWN AS 1770 HIGHLAND BOULEVARD, HOFFMAN ESTATES, IL. 60195
PIN: 07-09-207-018
which has the address of 1770 HIGHLAND BOULEVARD
[Street]
Illinois 60195
[Zip Code] ("Property Address"):

HOFFMAN ESTATES
[City]

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.

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Film # 4490 (page 2 of 7 pages)

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) satisfies the lien or takes one or more of the actions set forth above within 10 days of the giving of notice; (b) pays all amounts due under the Note; (c) secures from the holder of the lien an agreement satisfactory to Lender to a lien which may attach prior to this Security instrument; (d) secures from the holder of the lien a notice indemnifying the lien. Borrower shall diminue the lien to the enforcement of the lien; or (e) secures from the holder of the lien an agreement satisfactory to Lender to a lien which prevents the enforceement of the lien, or (f) defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to reach the lien by, or defend against enforcement of the lien in a manner acceptable to Lender; (g) consents in good faith to writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (h) agrees in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (i) complies with all terms and conditions of this Security instrument.

Under this paragraph, if Borrower makes adequate payment, Borrower shall promptly furnish to Lender receipts evidencing payment directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid on time directly to the person owed payment. Paragraph 2, or if not paid in that manner, Borrower shall pay them shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the security instrument, and leasehold payments of ground rents, if any. Borrower property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower paragraph 2; third, to interim due; fourth, to principal due; and last, to any late charges due under the Note.

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 the Note;

Upon payment in full of all sums secured by this Security instrument, Lender shall, promptly refund to Borrower any funds held by Lender in the time of acquisition or sale as a credit against the 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 no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law, the amount of the Funds held by Lender at any time which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

The Funds held by Lender may not agree to be held by applicable law, unless Lender may require to pay a one-time charge for an independent real estate accounting service used by Lender to pay the Escrow items with this Note. Unless a lessor applicable law provides otherwise, Borrower shall pay to Lender the amount necessary to pay the Escrow items when due, Lender shall make up the deficiency in any time which each debt 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, unless Lender may require to pay a one-time charge for an independent real estate accounting service used by Lender to pay the Escrow items when due, Lender shall account to Borrower any interest or fees on the Funds held by Lender at a rate not exceeding the maximum rate allowed by law, or any other rate agreed to by Lender and Borrower.

The Funds held by Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity

reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds held by Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity, or otherwise not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds, or a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount a lender for a federally chartered mortgage loan may require for Borrower's escrow account under the general Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless Lender is called "Escrow Items," Lender may require to hold Funds in an amount not to exceed the maximum items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount of mortgage insurance premiums, these to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower leschold payable to Lender on the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and assessments which may claim priority over this Security instrument as a lien on the Property; (b) yearly property taxes and assessments which may attach prior to application of payment of insurance premiums; (c) yearly leasehold payable to Lender for a federally chartered mortgage loan may require for Borrower's escrow account under the general Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA").

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the duly monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for:

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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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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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 charge 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 by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that: Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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26. **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.
27. **Environmental Agency or Private Party.** Borrower shall provide written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property and any Hazardous Substances delivered as part of hazardous substances used in this paragraph 20, "Hazardous Substances", are those substances defined as toxic by Environmental Law and the following substances: asbestos, creosene, 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.
28. **Acceleration; Remedies; Lender's Right to Acceleration Following Borrower's Breach of Any Covenant or Agreement.** The notice shall give notice to Borrower prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17); (b) the date the action required to cure the breach of any covenant or agreement in this Security Instrument shall give notice to Borrower and Lender; (c) the date the notice of acceleration and agree as follows:
- NON-LIENFORUM COVENANTS. Borrower and Lender further covenant and agree as follows:
29. **Waiver of Homestead.** Borrower waives all right of homestead excepted in the Property instrumented under applicable law.
30. **Security Instrument.** Lender shall pay any recording costs. Lender may charge Borrower a fee for releasing this instrument to Borrower, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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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"/> Graduate 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 this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

(Seal)
--Borrower

JUAN FLORES

TERESA FLORES, f/k/a TERESA SHARP

(Seal)
--Borrower(Seal)
--Borrower

LOAN NO. 1831413-8

(Seal)
--Borrower

[Space Below This Line For Acknowledgment]

State of Illinois

County ss:

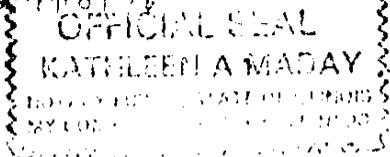
I, a notary public in and for said county and state, do hereby certify that formerly known as JUAN FLORES AND TERESA FLORES, and TERESA SHARP, HUSBAND AND WIFE,

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 same instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

, 1996

My commission expires



Notary Public

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Property of Cook County Clerk's Office