

UNOFFICIAL COPY

96174361

THIS INSTRUMENT PREPARED BY

L. DANIEL
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
PO BOX 91115
CITY OF INDUSTRY, CALIFORNIA 91706-9115

LOAN NO. 1839253-7
ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

DEFT-C1 RECORDING \$33.00
T40012 TRAN 9507 03/07/96 10:20:00
#8971 EIR #96-174361
COOK COUNTY RECORDER

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 23**
1996 by the mortgagor to
MARGARITO LOPEZ AND PATRICIA LOPEZ, HUSBAND AND WIFE

("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

THIRTY THOUSAND AND NO/100

Dollars (U.S. \$ 30,000.00). 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, 2011**. 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:

THE EAST 16 FEET OF LOT 9 AND THE WEST 17 FEET OF LOT 10 IN BLOCK 1 IN THE SUBDIVISION OF LOT "B" IN BICKEL AND OTHERS' SUBDIVISION OF THE WEST 32 RODS OF THE EAST 47 RODS OF THE SOUTH 40 RODS OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS **3718 WEST AGATITE AVENUE, CHICAGO, IL. 60626**

PTIN: 13-14-125-030-0000

which has the address of **3718 WEST AGATITE AVENUE**

CHICAGO,

Illinois 60626 ("Property Address");
179 Code

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.

96174361

UNOFFICIAL COPY

paragraph 2; but, as between due date, and less, to any late charges due under the note.

3. Application of principles. Unless applicable law provides otherwise, all permits issued under paragraph 1 and 2 shall be applied first, to any reorganization changes due under the Note; second, to amounts unpaid under

Upon payment in full of all sums accrued by this Second Judgment, Lenders will be entitled to Borrower's property, which shall apply as follows: If, under paragraph 21, Lender shall acquire or kill the Property, Lender, prior to the acquisition of such property, shall apply any Funds held by Lenders at the time of acquisition of such as a credit against the sum due hereunder.

1. Programs of Protection and Insurance; Proprietary and Legal Charges. Burruwarr shall promptly pay whom due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written order by Lessor, Burruwarr shall pay to Lessor "a day annually payable monthly prior to the first day of January, April, July, October and December" funds for taxes and insurance. Burruwarr shall pay to Lessor the sum ("Funds") for (a) yearly leases or occupancy rights held by Lessor over his Security Instrument as a lessor on the Property; (b) yearly leasehold payments for ground rents on the Property, if any; (c) yearly board or property insurance premiums; (d) yearly board insurance premiums; (e) yearly insurance premiums; (f) any; and (g) such other payments by Burruwarr to Lessor as a day annually payable monthly prior to the first day of January, April, July, October and December.

3. Payment of Lessor's Expenses. Burruwarr shall promptly pay whom due amounts of compensation of Lessor's expenses of collection of debts and insurance, taxes and late charges as follows:

(a) Payment of Lessor's expenses of collection of debts and insurance, taxes and late charges due on the basis of current data and amounts due on the basis of previous year, unless otherwise provided in accordance with applicable law.

**THIS SECURITY INSTRUMENT CONSTITUTES AN INTERIM CONVENTION FOR SECURITY OVER CERTAIN CONTRACTS WHICH ARE TO BE
VARIABLED BY SUBSCRIPTION OR OTHERWISE AS DETERMINED IN THE FUTURE BY THE PARTIES HERETO.**

UNOFFICIAL COPY

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; Leasehold. 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.

12. Security Agreements and Addendums; Joint and Several Liability; Co-defender. The conventions and agreements set forth in the successions and additions of Lender and Borrower, subject to the provisions of this Security Instrument shall bind and benefit the successors and addressees of Lender and Borrower, and shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable and benefit the successors and agreeements shall be joined and several. Any Borrower who co-signs this Security Instrument shall be liable and benefit the successors and agreeements shall be joined and several. Any Borrower who co-signs this Security Instrument shall be liable and benefit the successors and agreeements shall be joined and several. Any Borrower who co-signs this Security Instrument shall be liable and benefit the successors and agreeements shall be joined and several.

UNOFFICIAL COPY

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.

23. **Water of Holes**. However water all claim of holes and exceptions in the property.

22. However, upon payment of all sums secured by this Security Agreement, Lender shall release this Security Agreement to Lender, but not barred to process service alternatives, Lender and County of Lake Counties, this paragraph 21, hereinafter, but not barred to a third party for services rendered and the charging of the fee is permitted; 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.

21. Accessibilities: Businesses, users or individuals give notice to Bottower prior to acceleration following Bottower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 27 below) applicable law provides otherwise). If a place shall specifically: (a) the default given to Bottower, by which the debtors; (c) a debt, not less than 30 days prior, the date the notice is given to Bottower, by which the debtors shall be entitled; and (d) that debts to cure the debtors of a place; (e) the date the notice may result in acceleration being declared; and (f) that debts to cure the debtors of a place; (g) the date the notice may result in acceleration being declared; (h) the date the notice is given to Bottower, by which the debtors shall be entitled; and (i) the date the notice is given to Bottower, by which the debtors shall be entitled.

NON-LITIGABLE COVENANTS. Partner and Lender further covenant and agree as follows:

to record residential uses and to maintain records of title property.

Buyer may govern himself or regulate his property in involving the Property and any Hazardous Substances of his own knowledge, law of which Buyer has actual knowledge. If Borrower learns, or is advised by any government, law or other remedial action of any Hazardous Substance affecting the Property is necessary, Borrower will pay all necessary remedial actions in accordance with Environmental Law.

As used in this part graph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental laws and the following substances: gasoline, kerosene, other flammable or toxic petroleum and petrochemical products, paint solvents, materials containing asbestos or formaldehyde, and radioactive materials.

As used in this part graph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances used in the production of

30. Residential Subdivisions. Borrower shall not cause or permit the presentee, less, dispossess, storage, or release of any Residential Subdivisions or of any in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property than is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presentee.

UNOFFICIAL COPY

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:

Margarito Lopez _____ (Seal)
MARGARITO LOPEZ --Borrower

Maria and Jeff _____ (Seal)
MARTA LOPEZ --Borrower

_____ (Seal)
--Borrower

LOAN NO. 1839853-7

_____ (Seal)
--Borrower

(Space Below This Line for Acknowledgment)

State of Illinois

PAMELA J. VUTTECH

County of

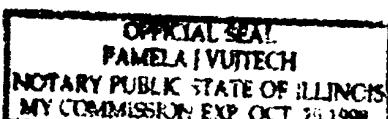
I, *PAMELA J. VUTTECH*
certify that
MARGARITO LOPEZ AND MARTA LOPEZ, HUSBAND AND WIFE

a notary public in and for said county and state, do hereby

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 23rd day of FEBRUARY, 1996

My commission expires: 10/05/98



Pamela J. Vuttech
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9617461