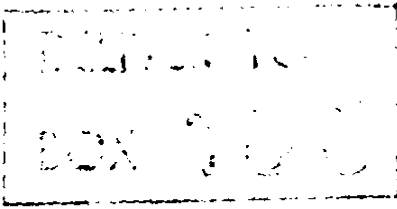


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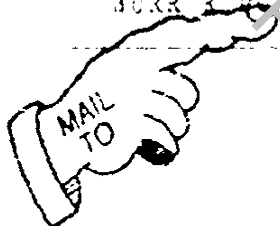
DEPT-01 RECORDING \$33.00
140011 TRAN 0784 03/14/96 15:21:00
4161 # RV *-96-197207
COOK COUNTY RECORDER

Prepared by:
MARY HARRIS
300 BURR RIDGE PKWY
BURR RIDGE, ILL 60521-6436

MORTGAGE

5001049630

33⁰⁰
1



THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 1 1995**. The mortgagor is

**ESTELA DE VAZQUEZ MARRIED TO ADOLFO VAZQUEZ AND
RAFAEL VARGAS AND ALMA D VARGAS HIS WIFE**

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose
address is **4192 S. ARCHER AVE CHICAGO ILLINOIS 60632**

Lender. Borrower owes Lender the principal sum of
EIGHTY FOUR THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ **84,000.00**)

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 **JANUARY 1 2026**

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 1/2 OF LOT 37 (EXCEPT THE WEST 10 FEET THEREOF) ALL OF LOT
38 AND LOT 39 (EXCEPT THE EAST 5 FEET THEREOF) IN BLOCK 20 IN J.H.
CAMPBELL'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH WEST
1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 14 TOWNSHIP 38
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY
ILLINOIS.**

PIN # **19 14 116 067 0000**

ATTORNEYS' NATIONAL TITLE NETWORK

which has the address of **3924 W 57TH PL** **CHICAGO**
Illinois **60629** (Zip Code) ("Property Address")

(Street, City)

ILLINOIS Single Family **FNMA FHLMC UNIFORM**
INSTRUMENT Form 3014 9-90
Amended 5-91
LMD-2006(ILL) 3014
FOR MORTGAGE RECORDS 800-521-1211



30197207

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FOR THE PURPOSES OF THIS INSTRUMENT, ALL IMPROVEMENTS NOW OR HEREAFTER CREATED ON THE PROPERTY, AND ALL EASEMENTS, APPOINTMENTS, 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 CREATED 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.

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.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** 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 of funds for (a) for all yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; (c) any, but not exceeding, hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any, but not exceeding, mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 C.F.R. Section 203.2(b) (1), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the escrow items, unless Lender pays the lesser interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. If such an agreement is made or applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which such debits to the Funds were made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. In the amount of the Funds held by Lender in any time is not sufficient to pay the escrow items when due, Lender may, so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve (12) months, at Lender's sole discretion.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 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.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, the contents in good faith the lien or defects against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or Lender 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 attach priority over

2025 RELEASE UNDER E.O. 14176

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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 advise within 90 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 90 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 tortious action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in tortious injury to 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 constitute, 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 tortious injury to 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 this Note, including, but not limited to, representation 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 tortious injury 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, appealing 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

FDV *[Signature]* FDV

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- VA Rider
- Others (specify): NOTARY RIDER

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:

Estela de Vazquez (Seal)
ESTELA DE VAZQUEZ (Borrower)

Rafael Vargas (Seal)
RAFAEL VARGAS (Borrower)

Adolfo Vazquez (Seal)
ADOLFO VAZQUEZ SIGNING SOLELY FOR
THE PURPOSE OF WAIVING HOMESTEAD RIGHTS

Alma D Vargas (Seal)
ALMA D VARGAS (Borrower)

STATE OF ILLINOIS,

County ss: COOK

I, *Sandra K. Falcone*, a Notary Public in and for said county and State do hereby certify that ESTELA DE VAZQUEZ MARRIED TO ADOLFO VAZQUEZ AND RAFAEL VARGAS AND ALMA D VARGAS HIS WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 15th day of DECEMBER 1995.

My Commission Expires:

OFFICIAL SEAL
Sandra K. Falcone
Notary Public, State of Illinois
My Commission Expires 07/07/99

Sandra K. Falcone
Notary Public

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Form 930 014 9 30

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless

NON-FORM COVENANTS. Borrower and Lender hereby agree as follows:

19. Sale of Note; Change of Loan Servicer. The Note is a part of the Loan Servicing Agreement with this Security Instrument. The Note may be sold or otherwise transferred without 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 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 a written notice of the change in accordance with paragraph 17. 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.

20. Hazardous Substances. Borrower shall not cause or permit the use, storage, disposal, use, or release of any Hazardous Substances on or in the Property, Borrower shall not do so, they agree not 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 such quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law or which Borrower has actual knowledge. If Borrower becomes so notified by any governmental or regulatory agency that any removal or other remedial action or Hazardous Substances cleanup affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead, benzene, or toxic petroleum products, toxic pesticides and herbicides, volatile organic compounds, and any other substances or 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.

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 quarter or two 2 days for such on or period as applicable law may specify for reinstatement. The terms of the Property Instrument to any power of sale contained in this Security Instrument or in any other judgment entered against this Security Instrument. Those conditions are that Borrower, or pays under all sums which are due under this Security Instrument and the Note as if no acceleration had occurred, he

covers any default of any other covenant or agreement, or pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees and other costs such as those as Lender may reasonably require to assure that the full 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 conditions 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.

17. Transfer of the Property or a Beneficial Interest in the Property or a Beneficial Interest in the Note. If Borrower sells or transfers or in a beneficial interest in the Property or a beneficial interest in the Note or any interest in it is sold or transferred or in a beneficial interest in the Property or a beneficial interest in the Note or any interest in it without the written consent of Lender, Lender may require immediate payment in full of all sums secured by this Security Instrument. If Lender, this prior 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 when 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.

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

15. Governing Law; Jurisdiction. 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 of this Security Instrument or the Note which conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be enforced without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Lender's Address. Lender's address stated herein or any other address designated 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.

13. Governing Law; Jurisdiction. 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 of this Security Instrument or the Note which conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be enforced without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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NOTARY RIDER

STATE OF WASHINGTON:

i. the undersigned
that **ADOLFO VAZQUEZ**

County ss: *King*

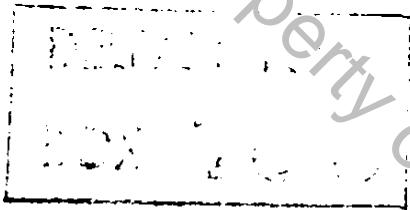
, a Notary Public in and for said county and state do hereby certify

, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **HE**
signed and delivered the said instrument as **HIS** *4th* free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this *20th* day of **DECEMBER** 1995

My Commission Expires: *11-19-96*

Notary Public

111 DE -



Property of Cook County Clerk's Office

40515772117

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