

## UNOFFICIAL COPY

**SAFETY RECORDING MAIL TO:**

WESTAMERICA MORTGAGE  
COMPANY  
1 S. 560 MIDWEST ROAD  
OAKBROOK TERRACE, IL.  
60181

AP# 00101621-53  
LN# 00101621-53-00

96219506

DEPT-01-RECORDING \$37.50  
T40011 TRAN 0883 03/22/96 14:12:00  
\$5779.4 RV X-96-219506  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on March 15, 1996. The mortgagor is JUAN BAUTISTA, BEIDE A. BAUTISTA, HUSBAND AND WIFE and JOVA ALCANTARA, AN UNMARRIED WOMAN.

("Borrower"). This Security Instrument is given to CITYWIDE MORTGAGE OF AMERICA CORPORATION, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 4305 WEST. IRVING PARK ROAD, CHICAGO, IL 60641 ("Lender"). Borrower owes Lender the principal sum of One Hundred Nine Thousand Six Hundred Dollars and no/100 Dollars (U.S. \$109,600.00). 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 April 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:

LOT 26 IN BLOCK 2 IN GRAND HEIGHTS SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
P.I.N. #13-31-209-014 VOL. 364

4166321 KTB/13  
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which has the address of  
Illinois 60635 [ZIP CODE]

2217 NORTH NAGLE  
[STREET]  
("Property Address");

CHICAGO  
[CITY]

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FORM 3014 9/90

IS/CMDTU/0894/3014(0990)-L PAGE 2 OF 8  
NATIONAL SINGLE FAMILY-FINANCIAL INSTRUMENT

**BORROWER**

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, so as to not exceed the Funds held by Lender at 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 pay to Lender the amount necessary to pay the Escrow Items when due, if the amounts of the Funds held by Lender exceed the amounts permitted with the requirements of applicable law, Lender account to Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall pay to Borrower the amounts permitted to be held by applicable law, Lender's sole discretion.

The Funds shall be held in an institution whose name appears above as a federal agency. The Funds shall be held in an institution which is not insured by a federal agency.

The Funds shall apply to pay the Escrow Items, Lender may charge Borrower for holding Bank, Lender shall apply the Funds to pay the Escrow Items, unless otherwise provided in the Escrow Items, unless applying the Funds, annually analyzing the escrow accounts, or verifying the Escrow Items, holding instrumentality, or entity (including Lender if Lender is such a institution) or in any Federal Home Loan Bank, Lender may require Borrower to pay a one-time charge for holding the Funds, unless Lender pays Borrower interest on the Funds and applies law permits it, after to make such a charge.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow Items or otherwise in accordance with applicable law.

U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law may require for Borrower's Escrow account under the federal Residential Settlement Procedures Act of 1974 as amended from time to time, 12 maximum amount a Lender for a Federally related mortgage loan may require for Borrower's Escrow account under "Escrow Items", Lender may, in lieu of a payment of insurance premiums, these items are the provisions of paragraph 8, in (a) any sums payable by Borrower to Lender, in accordance with mortgage insurance premiums, if any; and (d) yearly flood insurance premiums, if any.

Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly taxes and assessments which may accrue priority over this Security until the Note is paid in full, a sum ("Funds") for (e) yearly taxes and assessments which may accrue priority over this Security 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 (e) yearly taxes and assessments which may accrue priority over this Security.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, charges due under the Note.

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.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform property with limited variations by jurisdiction to constitute a uniform security instrument covering real 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 reflected in this Security Instrument as the "Property".

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

**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.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 of 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: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FMIA/TITLE MC UNDERTAKEN INSTRUMENT

9. Inspection. Lender or his 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.

8. Mortgage Insurance. If Lender receives in lieu of mortgage insurance premiums as part of the monthly payment, Lender will accept, use and retain between Borrower and Lender or applicable law, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to pay to a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement provided by an insurer approved by Lender available and timely received, if mortgage insurance coverage becomes available and timely received, at the option of Lender, if the amount and for the periods that required, each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Lender, if subsistently equivalent to the insurance coverage in effect, Lender will accept, use and retain premiums as a loss reserve in lieu of mortgage insurance. Losses resulting from any loss suffered by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain premiums to be in effect, Lender will accept, use and retain premiums as a loss reserve in lieu of mortgage insurance. Losses resulting from any loss suffered by Borrower of the mortgage insurance previously in effect, from a cost subsistently equivalent to the cost to equivalent to the mortgage insurance previously in effect, at a cost subsistently equivalent to the cost to be 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 maintain the mortgage insurance in effect, if security instrument, Borrower shall pay the premiums required to maintain the loan secured by this security instrument, unless Borrower shall become additional debt of Borrower under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall be an additional debt of Borrower under this paragraph, unless Borrower agrees to the terms of payback, with 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. Any amounts disbursed by this security instrument, unless Borrower agrees to other terms of payback, 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. Any amounts disbursed by Lender under this paragraph, Lender may take action reasonable attorney fees and entitling on the Property to make repairs, although Lender may take action to enforce or to enforce laws of equity, such as a proceeding in bankruptcy, probate, for condemnation or Lender's rights in the property, (such as a proceeding in bankruptcy, probate, for condemnation of agreements contained in this security instrument, or there is a legal proceeding that may significantly affect Lender's rights in this security instrument, or there is a legal proceeding that may significantly affect 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, Lender shall merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower shall not merge unless Lender agrees to the merger in writing, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence, if this security instrument is on a leasehold, connection, "a," the loan evidenced by the Note, including, but not limited to, representations concerning information, ("a," statements to Lender for failed to provide Lender with any material information) in default also by, in default of Borrower, during the loan application process, gave materially false or inaccurate Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other Lender's good faith determination, or Lender's failure by this security instrument or Lender's interest in the Property, whether civil or criminal, is begun that in Lender's good faith provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that this judgment could result in forfeiture of the Property, whether civil or otherwise materially impacted by this default if any tortious action or proceeding to determine, or commence or reinitiate, Borrower shall be in the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall repair circumstances existing beyond Borrower's control, Borrower shall not destroy, damage or impair otherwise agrees in writing, which consent shall not be unreasonable withheld, or unless circumstances property as Borrower's principal residence for at least one year after the date of occupancy the residence within sixty days after the execution of this security instrument and shall continue to occupy the residence within sixty days after the execution of this security instrument, unless Lender

6. Occupation, Preservation, Maintenance and Protection of the Property; Borrower's Right of Public Auction; Leasesholds. 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 residence within sixty days after the execution of this security instrument, unless Lender

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**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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.

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20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, storage, disposal, 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 which will also contain any other information required by applicable law. The notice and address of the new Loan Servicer and the address to which payments should be made. The name and address in accordance with paragraph 14 above and applicable law. The notice will state the notice of the change in a date of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice to a date of the Note and the Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a change in the entity known as the "Loan Servicer". Borrower will be given written notice in a change in the entity (known as the "Loan Servicer") that collects monthly payment due under 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 payment due under this Security Instrument. The Note or a partial interest in the Note (together with

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note under acceleration under paragraph 17, effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of reacceleration by Borrower, this Security Instrument and the obligations secured thereby shall remain fully reinstated by Borrower's obligation to pay the sums secured by this Security Instrument until reacceleration by Borrower. Upon reasonable notice to assure that the lien of this Security Instrument, Lender's rights in the Property and reasonable compensation, (a) takes such action as Lender may include, but not limited to, reasonable attorney's fees; and (b) takes any other coverages or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, any other exercise of its Security Interest and the Note as if no acceleration had occurred; (b) cures any default of due under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument, or (b) entry of a judgment enjoining Borrower to any power of sale contained in this Security Instrument; before sale of the Property days (or such other period as applicable law may specify for remission) before sale of the Property right to have enforcement of this Security Interest discontingent at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remission) before sale of the Property

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to reinstate this Note or demand of Borrower:

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 to the exclusion of this period. Lender may invoke any remedy available to him under 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 his 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.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument. Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 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 when given as provided in this paragraph. Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any notice shall be directed to the Property Address or any other address Borrower designates by notice to deliverering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender shall be given to the Note which can be given effect without the conflicting provisions of this Security Instrument or the Note contains which applies to this Note are declared to be severable. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Governing Law.** 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 in conflict with the provisions of the Note which applies to this Note is declared invalid, the remaining provisions of this Security Instrument shall remain in full force and effect. Any notice to Lender shall be given by first class mail to Lender's address provided for in this Security Instrument or the Note which applies to this Note are declared to be severable.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by

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Substances that are generally recognized to be appropriate to normal residential uses 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 Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance 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: gasoline, kerosene, 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.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

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 (but not prior to acceleration under paragraph 17 unless 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)]

- |  |   |   |
|--|---|---|
| <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]      |   |   |

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISCI/CMDTII/0894/3014(0990)1  
PAGE 8 OF 8

This instrument was prepared by: WESTAMERICA MORTGAGE COMPANY  
Address: 1 S. 660 MIDWEST ROAD  
OAKBROOK TERRACE, IL 60181

My commission expires 4/20/98  
Notary Public, State of Illinois  
KAREN T. DIAZ  
My commission expires 4/20/98  
Notary Public, State of Illinois  
KAREN T. DIAZ

Given under my hand and official seal, this 15th day of March 1996,  
and delivered the said instrument as the first free and voluntary act, for the uses and purposes herein  
set forth.

I, THE UNDERSIGNED Notary Public in and for said county and state do hereby certify that  
JUAN BAUTISTA, SEIDE A. BAUTISTA, HUSBAND AND WIFE AND JOVA  
ALCANTARA, AN UNMARRIED WOMAN,  
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 instrument as the first free and voluntary act, for the uses and purposes herein  
set forth.

County ss:

STATE OF ILLINOIS

[Space Below This Line For Acknowledgment]

YIDVAA/LA/NA/92A  
BORROWER  
(Seal)

JOVA ALCANTARA  
BORROWER  
(Seal)

SEIDE A. BAUTISTA  
BORROWER  
(Seal)

JUAN BAUTISTA  
BORROWER  
(Seal)

X C. SWEEZELL  
WITNESSES:  
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1

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AP# 00101621-53

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**MAP SYSTEM**

**CHANGE OF INFORMATION FORM**

**SCANABLE DOCUMENT - READ THE FOLLOWING RULES**

- |  |  |
|--|--|
| 1. Changes must be kept in the space limitations shown | 3. Print in CAPITAL LETTERS with BLACK PEN ONLY              |
| 2. DO NOT use punctuation                              | 4. Allow only one space between names, numbers and addresses |

**SPECIAL NOTE:**

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number

If you do not have enough room for your full name, just your last name will be adequate

Property Index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

**PIN:**

13 - 31 - 209 - 014 - 0000

NAME

JUAN BAUTISTA

**MAILING ADDRESS:**

STREET NUMBER      STREET NAME = APT or UNIT

2217 N WAGLE

CITY

CHICAGO

STATE:

ZIP:

IL

60635 -

**PROPERTY ADDRESS:**

STREET NUMBER      STREET NAME = APT or UNIT

2217 N NAGLE

CITY

CHICAGO

STATE:

ZIP:

IL

60635 -

6/21/95  
9056

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Property of Cook County Clerk's Office