96334497

Prepared by:

DEBBIE LEGER

DEERFIELD BEACH, FL 33441 DEPT-01 RECORDING

T40014 TRAN 4704 05/02/96 14:09:00

48566 + JW *-96-334497

COOK COUNTY RECORDER

MORTGAGE

9604034

THIS MORTGAGE is made this 26TH day of APRIL MANUEL RANGEL AND IRMA RANGEL, HUSBAND AND WIFE

, 1996

, between the Mortgagor,

NATIONAL LENDING CENTER, INC

(herein "Borrower"), and the Mortgagee,

existing under the laws of THE STATE OF ILLINOIS

700 WEST HILLSBORO BLVD. BLDG 1-SUITE 204 ,

DEERFIELD BEACH, FLORIDA

(herein "Lender").

, whose address is

, a corporation organized and

WHEREAS, Borrower is indebted to Lender in the principal solm of U.S. \$

44,500.00

, which

indebtedness is evidenced by Borrower's note dated APRIL 2(, 1995 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal st.d interest, with the balance of indebtedness, if not MAY 1, 2011 sooner paid, due and payable on

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower loes hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

LOT 51 IN VILLAGE PARK ESTATES, BEING A RESBUDIVISION OF PARTS OF LOTS 12, 13, 19 AND 20 OF THE OWNER'S SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID VILLAGE PARK ESTATES REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 13, 1961 AS DOCUMENT NUMBER 1968102, IN COOK COUNTY, ILLINOIS. 96334497

20-27-407-001

LANABUS MINE MANIENCE CONTORVITION

733 SANDY LANE which has the address of

DES PLAINES

(City)

60016 Illinois

(ZIP Code) (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

76(IL) (9408)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5

17291 MR. J.R.

[Street]

DPS 2521

9604034

9604034
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances defents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the Pregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of

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

- 1. Fayment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (nerein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all at reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Verder, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance promiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Finds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Leider shall not be required to pay Borrower any interest or earnings 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 each debit to the Funds wis mide. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the faure monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground reas, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rer is as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise accuired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Fulds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Form 3814



In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is ailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to dailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to dilect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured y this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, epon notice to Borrower, may make such appearances, dishurse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Linder pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part there if, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any morigage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand mare by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or receive hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedit.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The expenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage Cally to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of this Mortgage, (b) is accepted in the Property to Lender under the terms of th the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree of extend, modify, forbear, or make any other accommodations with regard to the terms of this Mongage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

DPS 2523 A.R.

s end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and torneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of elecution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrowe, falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies, Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Burrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cired; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sun's secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrover of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the dat: specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be incominately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fee and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage vf. (2) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Parrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all remonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Sorrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrowe hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, Borrower shall pay all costs of recordation, if any.
 - 21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

76(IL) (9408)

Form 3814 -

9604034

UNOFFICIAL COPY

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR-MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has riority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Manuel Rangel (Sea	al)
TUEL RANGEL -Burrow	
Lima Raugel (See	
IA RANGEL () -Horrow	ver
(Sea	al)
-Волож	-
(Sea	al)
-Borrow	
(Sign Original Onl	ly)
County ss:	

STATE OF ILLINOIS.

e unders

a Notary Public in and for said county and state do herety certify that

MANUEL RANGEL AND IRMA RANGEL, HUSDAND AND 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

The Y

signed and delivered the said instrument as Given under my hand and official seal, this 26TH

free and voluntary act, for the uses and purposes therein set forth.

day of APRIL

anelle

1996.

My Commission Expires: 2/10/99



Loan #: 9604034

EQUITY RIDER

This Rider to Mortgage is made on this 26TH day of APRIL, 1996, and is hereby incorporated into fand shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned MANUEL RANGEL, AND IRMA RANGEL

to secure

Borrowers note to NATIONAL LENDING CENTER, INC. ("Lender") of the same date and covering the property described in the Mortgage as follows:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

In addition to the covenants and agreements made in the above described Mortgage and Note, the Borrower and Lender further covenant and agree as follows:

- 1. In the event of any default under the said Mortgage and/or Note, interest shall be payable on the whole of the outstanding principal balance from the date of such default and for the subsequent duration of such default at the highest rate of interest permitted by law. Including the limitations of the Home Ownership and Equity Protection Act of 1994.
- 2. If any other lien, encumbrance or mortgage upon the subject property, whether superior or junior to the lien of this Mortgage, is delinquent or in default, this Mortgage and the Note secured hereby shall be in default and the holder of this Mortgage and Note shall be entitled to enforce all remedies provided in this said Mortgage and/or Note as well as all other remedies provided by law.
- 3. The undersigned does hereby agree to pay all and singular the principal and interest and all other sums of money payable under the said Mortgage and Note promptly on the due date of each instalment, it being understood and agreed that if said payment is more than 10 days late, there shall be a late charge of FIVE percent (5.0000)% of the overdue payment of principal and interest. The Lender shall be required to give notice to the Borrower prior to acceleration and foreclosure of the subject property, and the Borrower shall have no right to reinstate or otherwise bring current the Mortgage and Note after a period of 30 days has elapsed from time of acceleration.
- 4. If there is any conflict between the provisions in this Rider to Mortgage and those contained in the above described Mortgage and Note, the provisions of this Rider to Mortgage shall supersede and control the contlicting provisions of the said Mortgage and Note.

IN WITNESS WHEREOF, the Borrower has executed this Rider to Mortgage and has accepted and agreed to be bound by

the terms, provisions and covenants contained hereinabove.	
	manuel Rangel
WITNESS	MANUEL RANGEL IMA Raugel
WITNESS	IRMA RANGEL
WITNESS	
WITNESS	والمرابع والم

9633/497

OWNER OCCUPIED RIDER

Loan No. 9604034

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (herein referred to as "Borrower") hereby covenants and agrees that all of the provisions of this rider shall be and are hereby made an integral part of the deed of trust, deed to secure debt, security deed, mortgage or similar "Security Instrument" attached hereto and intended to be dated of even date herewith (herein referred to as "the attached Security Instrument") given by borrower to secure Borrower's Note payable to the order of NATIONAL LENDING CENTER, INC., its successors or assigns (herein referred to as "Lender") and covering the Property hereinafter identified and being more particularly described in the attached Security Instrument (hereinafter referred to as "the Property").

1. Borrower has heretofore made certain representations in writing to Lender regarding Borrower's good faith intentions of establishing, occupying, using and maintaining the Property as the primary residence of Borrower and such representations were made by Borrower for the express purposes of inducing Lender to rely on the same and to grant to Borrowers the homeowner total secured by the attached Security Instrument. Therefore, Borrower does hereby warrant and represent that Borrower now occupies the Property as Borrower's principal residence or in good faith will so occupy the Property, commencing such occupancy not later than: (a) thirty (30) days after this date or (b) thirty (30) days after the property shall first have become ready for occupancy as a habitable dwelling, whichever is later.

Ox.	·
covenant of the attached Security Agreement and that the Bor	tet forth in Paragraph 1 hereinabove constitutes an additional rower's failure shall constitute a breach of covenant under the uccessors and assigns, to exercise the remedies for a breach of
Manuel Rangel	
MANUEL RANGEL LIMA Raugel	IRMA RANGEL
PROPERTY ADDRESS: 733 SANDY LANE, DES	PLAINES, ILLINOIS 60016
STATE OF ALLINOIS COUNTY OF DEPOCESE) SS:	26th day of Cepril 1996 by
who is/are personally known to me or who has/have produced	Romal
as identification and who did (did not) take an oath. My Commission expires and the second of the s	Motary/Public atti the Journ
ANJANETTE M TORTORICI S NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPRESSO2/10/99	Rev. (11/23/96 DPS 6726