FFICIAL COPY

AFTER RECORDING MAIL TO:

Arthur J. Tassone 7665 Sun Island Drive South Pasadena FL 33707 . DEPT-01 RECURDING \$35.50 T07777 TRAN 6265 07/10/97 11:08:00

14958 \$ CY #-97-497713 COOK COUNTY RECORDER

97497713

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MORTGAGE

THIS MORYCAGE ("Security Instrument") is given on July 10, 1997 , The mortgagor is Yolanda Gonzalez, Divorced not Remarried

("Borrower"). This Security in the ment is given to Arthur J. Tassone Trust, Arthur J. Tassone Trustee

, and whose address is

7665 Sun Island Drive, South Pasadena Fl 33707

("Lender"). Borrower owes Lender the place all sum of One Hundred Thirty Five Thousand Dollars and no/100 (U.S. \$ 135,000,00). 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 September, 1, 1928. The Security Instrument secures to Lender: (s) 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 Couk

LOT 9 IN BLOCK 5 IN KENSEY'S NORWOOD PARK SUBDIVISION, A RESUBDIVISION OF BLOCKS 34, 35, 36, 37 AND VACATED ALLEYS THEREIN OF NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

97497713

13-06-413-019 .

which has the address of

5705 North Northcott [STREET]

Chicago ICITY

60631

("Property Address");

FORM 3014 9/90

IZIP CODE ILLINOIS—SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0804/3014(0800)-L PAGE 1 OF 8

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 selsed 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.

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

- 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 low Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to conder on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property majurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly 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 "Eacrow Items." Lander may any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loss may require for Borrower's eacrow account under the federal Real Estate Schlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("RESPA"), unless ancher 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 or otherwise in expenditures with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or interry Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Longer may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law points Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate too reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Linkder shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may some 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 each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of 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 make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 rants, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it 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 (a) agree in writing to the payment of the obligation secured by the iten in a manner acceptable to Lender; (b) contons in good faith the iten by, or defends against enforcement of the iten in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the iten in, legal from the holder of the iten an agreement satisfactory to Lender subordinating the iten to this Security Instrument. If Lender determines that any part of the Property is subject to a iten which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the iten. Borrower shall satisfy the iten or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Hazard or Property Insurance. Somewar shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hazards, including floods or ifcoding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the puriods that Lender requires. The insurance carrier providing the insurance shall be chosen by Bonovan subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lander 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 Lander 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 connomically feasible and Lander's security is not lessened. If the restoration or repair is not economically feasible or Lander's security would be lessened, the insurance proceeds shall be applied to the sums accured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abundance the Property, or does not answer within 30 days a notice from Lander that the insurance carrier has alread to settle a claim, then Lander may collect the insurance proceeds. Lander may use the proceeds to receive a 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.

7. Protection of Lander's Rights in the Property. If Borrower falls 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 Frozerty (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 item which has priority over this Becurity 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 Lander under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Recrewer and Lander 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 Lander to Borrower requisiting payment.

- a. 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 diverage required by Lander lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lander of the mortgage insurance previously in effect, from an alternate mortgage insurance premium being paid by Lander each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lander via accept, use and retain these payments as a loss receive in lieu of mortgage insurance. Loss reserve phymorthems no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lander requires) provided by an insurance approved by Lander again becomes available and is obtained. Borrower shall pay the preniums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.
- 9. Inspection. Lander or its 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.

37.88.713

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 shandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an avert or settle a claim for damages, Borrower falls 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 reports 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; Fororanince By Lender Not a Walver. 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 apprate 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 or mend 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 walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Lishing; Co-signers. The covariants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrower's covariants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but the 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 sume secured by this Security Instrument; and (c) agrees that Lander 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 rich 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. Lander 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 perital prepayment without any prepayment charge under the Note.

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 conficting provision. To this or the security matturners or the recision without 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 knower in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower latter in a sord of transturied (or it is contained interest in porturer is sood or transteried end borrower latter in natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Socurity instrument. However, this option shall not be exercised by polytical action of an equite encountry 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 shall accept the second by this Security Instrument, If Borrower tails to pay these sums prior to the expiration of this period, sender may invoke any remedias permitted by this Security Instrument without further notice or demand on Portower.

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 (nay specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this deculty instrument; or (b) entry of a judgment enforcing pursuant to any power or size commined at this overlay matrumers; or to every or a purple and the Security Instrument. These conditions are that borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no sub-lighted had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses including in enforcing the Security Instrument, including, but not limited to, reasonable attorneys' less; and (in takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lander's rights in the Property and some continuous and the property and continuous and the security instrument, and shall continue to the property and the security instrument about continue to the property and the property Borrower's obligation to pay the sume secured by this Security Instruction shall continue unchanged. Upon reinstalement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstally had not apply in the case of

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 Bourney. A sale may The Decumy Historianal may be sure unto a time tames warnes pass manch to continue the state of the setting in the setting (known as the "Loan Servicer") that collects monthly pay to the due under the Note and this Security Instrument. There also may be one or more changes of the Lory. Servicer under the Note, if there is a change of the Lory 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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor show anyone of release of any riszardous substances on or in the property, portower steak that but, the amount surprise size 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

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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 le 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 petroleus and herbicides, voiatile solvents, materials containing abbestos 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 sulfety or environmental protection.

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

- 21. Acceleration; Asimedies. 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 extion 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 Becurity Instrument, frechosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the light 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 cared on or before the date specified in the notice, Lender at its option may require immediate psyment 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 shall play any recordation costs.
 - 23. Walver of Homestead. Borrower walves all right of homestead axis: notion 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 bax(s)].

		1-4 Family Rider
	Planned Unit Development Rider	Blweeldy Payment Rider
	Rate improvement Rider	Second Home Rider
Other(s) (specify)	IHDA Rider	

KLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0804/3014(0900)-L PAGE 7 OF 8

FORM 3014 6/95

97497713

through 8 of this Security Instrum Witnesses:	nent and in any rider(s) execu	he terms and covenants contained in pagited by Borrower and recorded with it.) 88
	Televille		EA
	Yolanda Gonz		
		B) HORROB-	EA WE
		S) -BCAROV	EA NE
COA.		(\$i	
NO.		-BORRÓV	YE
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9)		(SE	
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STATE OF ILLINOIS	ce Below Mile Line For Acki , COOK	County	•
,	✓ . a Notary Public in and for	r said county and state do hereby certify ti	hai
Yolanda Gonzalez	47%		
instrument, appeared before me t delivered the said instrument as set forth.	this day in person, and acking his/her free and voluments.	ntary act, for the uses and purposes then	ınd
Given under my hand and offic	itol seal, this 10th day of	July 1939	
	Noe	ary Public The)
g d eri €	/		
This instrument was prepared by: Address:		"OFFICIAL SEAL" SORIA GARCIA Notary Public, State of Illinois My Commission Expires April 18, 2000	