

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
PREFERRED MORTGAGE ASSOCIATES LTD.  
12413 SOUTH HARLEM AVENUE, SUITE 202  
PALOS HEIGHTS, ILLINOIS 60463

97146786

PREPARED BY:  
H.A. DAVIS  
PALOS HEIGHTS, IL 60463

- DEPT-01 RECORDING \$31.50
- T#0014 TRAN 1228 03/04/97 19:14:00
- \$7326 + JW \*-97-146786
- COOK COUNTY RECORDER

A

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 27**, 1997.  
The mortgagor is **ARTURO ORTIZ, MARRIED TO PAULA BONILLA\*\*\***

1997

("Borrower").

This Security Instrument is given to  
**PREFERRED MORTGAGE ASSOCIATES, LTD.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is

**12413 SOUTH HARLEM AVENUE, SUITE 202, PALOS HEIGHTS, ILLINOIS 60463** ("Lender").  
Borrower owes Lender the principal sum of **FIFTY-EIGHT THOUSAND NINE HUNDRED AND 00/100**

Dollars

(U.S. \$ **58,900.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 1, 2027**. 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 21 IN BLOCK 1 IN ARTHUR T. MCINTOSH'S SUBDIVISION OF THAT PART OF THE EAST 10 ACRES OF THE SOUTH 19 ACRES OF THE NORTH 37 1/2 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SOUTHWEST QUARTER IN COOK COUNTY, ILLINOIS.**

**19-12-311-017-0000**

which has the address of **5249 S. WHIPPLE**  
(Street)

**Illinois 60629**  
(State) (Zip Code)

("Property Address");

**CHICAGO**  
**THREE FIRST NATIONAL BANK**  
(City),  
**SUITE 673**  
**CHICAGO, IL 60602**

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 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**ILLINOIS -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
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FNMIA3014A.2 - 78/196

5. Hazard of Property Insurance. Borrower shall keep the insurance now existing or hereafter erected on the Property more of the actions set forth above within 10 days of the giving of notice.

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's request, for which Lender requires insurance. This insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval.

insured against loss by fire, hazards included within the term "extinguished 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 may require.

more of the actions set forth above within 10 days of the giving of notice.

Borrower 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.

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.

Securities from the holder of the lien in agreement satisfactory to Lender subordinating the lien to the security instrument of the lien; or (c) securities in the lien in good faith the Lender's opinion operate to prevent the Lender from recovering his security interest in the lien in a manner acceptable to Lender; (b) consents in good faith the Lender to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the priority over this Security instrument unless Borrower:

Borrower shall pay these charges any time which has priority over the Lender's receipts evidencing payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph.

the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

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 may retain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in full of all taxes, assessments, charges, fines and impositions attributable to the Property which may arise.

4. Charges. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1

Security instrument, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this the Property, shall pay to Lender all amounts necessary to make up the deficiency in no more than three months, or Lender's sole discretion.

held by Lender. If, under paragraph 2, 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 the Property, shall pay to Lender at 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 in no more than three months, or 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.

the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time exceeds the amount held by Lender to be held by applicable law, Lender shall account to Borrower for the excess monthly payments, or Lender's sole discretion.

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 held by Lender to be held by applicable law, Lender shall account to Borrower for the amount held by Lender to be held by applicable law, Lender shall pay to Lender the amount necessary 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 in no more than three months, or Lender's sole discretion.

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the excess Funds used to connect with this loan, unless applicable law provides otherwise. Unless an agreement is made or service used by Lender in connection with this loan, unless applicable law permits real estate tax reporting such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service in writing the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make interest used by Lender and Borrower to hold a note to be held by Lender to be held by applicable law, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Escrow items, Lender is sued in an institution which deposits are insured by a federal agency, instrumentality, or entity (including

The Funds shall be held in accordance with applicable law.

items or otherwise in accordance with applicable law.

may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally provided services in Escrow items.

any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable to Lender, in accordance with the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (g) ground rents on the Property, if any; (h) yearly hazard or property insurance premiums; (i) yearly leasehold payments and (j) 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 affect the Note, until the Note is paid in full, a sum ("Funds") for: (b) yearly taxes and

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

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

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

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option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender 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. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums 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 Lender or applicable law.

**9. Inspection.** Lender 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.

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Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (c) the total market value of the sums secured by 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: (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property 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 for damages, at its option, either to restore or repair or to make an award of any right or remedy.

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

11. Borrower Not Released; Borrower's Note a Waiver. Extension of the time for payment of or modification of the due date of the note, dayments referred to in paragraphs 1 and 2 or change the amount of such payments.

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.

13. Loan Charges. If the loan secured by this Security Instrument is sold to a law which sets maximum loan charges, and does not exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limits; (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any modification to the terms of this Security Instrument or the Note without the Borrower's consent.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument or to Lender shall be governed by the jurisdiction in which case mail to Lender's address is located or by mailing it to Lender or by mailing it to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note violates any applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficiary 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, in its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by 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 thirty days, during which Borrower may cure the default.

18. Security Instruments. The note and the provisions of this Security Instrument and the Note are declared to be severable.

19. Remedies. If any provision of this Security Instrument is held invalid, illegal or unenforceable, the remaining provisions shall be valid, legal and enforceable. The invalid, illegal or unenforceable provision shall not affect the validity of the other provisions.

20. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

21. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

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23. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

24. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

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26. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

27. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

28. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

29. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

30. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

31. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

32. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

33. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

34. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

35. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

36. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

37. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

38. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

39. Miscellaneous. Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument. In the event that any provision of this Security Instrument is prohibited by federal law as of the date of this instrument, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument.

40. 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.

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less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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 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 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.

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ILLINOIS - Single Family - Form 3014-9/90  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 11/18/00

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**OFFICIAL SEAL**

RICARDO E CORREA  
Notary Public

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Given under my hand and official seal, this

27TH day of FEBRUARY

I, THE UNDERSIGNED, 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/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

do hereby certify that ARTHUR ORTIZ, MARRIED TO PAULA BONILLA\*\*\*, a Notary Public in and for said county and state,

STATE OF ILLINOIS, COOK

(Space Below This Line For Acknowledgment)

AND ALL HOMESTEAD RIGHTS  
SOLE PURPOSE OF WAIVING ANY  
PAULA BONILLA SIGNING FOR THE  
BORROWER  
*Paula Bonilla*  
(Seal)

BORROWER  
(Seal)

BORROWER  
(Seal)

BORROWER  
(Seal)

Witnesses:

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.

V. A. Rider  Other(s) [specify]

Balloon Rider  Rate Improvement Rider  Second Home Rider

Graduated Payment Rider  Planned Unit Development Rider  Biweekly Payment Rider

Adjustable Rate Rider  Condominium Rider  1-4 Family Rider

[Check applicable box(es)]

Supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument. Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the 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 Security Instrument.

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