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AFTER RECORDING MAIL TO:

GREAT WESTERN BANK P O. SCX 92366

Los Angeles, CA 90009-2356 464841

97279326

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COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDING DATA -

MORTGAGE

COUNTY CODE: 016 OFFICE NUMBER: 254 LOAN NO.: 1-821905-7

THIS MORTGAGE ('Security Instrument') is given on April 14, 1997

The mortgagor is

MARTIN J TORRES AND CHRISTINE A TORRES, HUSBAND AND WIFE

("Borrower").

TEL ATMIOSES CA

This Security Instrument is given to

GREAT WESTERN BANK, A FEDERAL SAVINGS PANK

DOING BUSINESS AS SIERRA WESTERN MORTCAGE COMPANY

which is organized and existing under the laws of address is

THE UNITED STATES OF AMERICA

, and whose

9451 CORBIN AVENUE, NORTHRIDGE, CA 91324

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FOURTEEN THOUSAND AND 00/100

Dollars (U.S. \$114,000.00). This debt is evidenced by designment'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 . This Security Instrument secures to Lender: (a) the repayment of the and payable on May 1, 2012 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 Janvay to Lender the following COOK described property located in County, Illinois:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART

HEREOF KNOWN AS SCHEDULE 'A'.

PIN/TAX ID:

19-18-411-054 V 397

which has the address of 6555 W 60TH PLACE

CHICAGO

Minois 60638

("Property Address");

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.

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. ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

£064804 (\$3.95)

Form 3014 9/90 (page 1 of 6 pages)

UNOFFIC A follower and Lender covenant and agree to low the covenant and agree to low the covenant and the c 1. Payment of Principal and Interest; Prepayment and Late Charges. Bottower shall promptly pay when

due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Landar, Borrowar shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a symptometry for the payments are due under the Note, until the Note is paid in full, a symptometry for the day monthly payments are due under the Note, until the Note is paid in full, a symptometry for the capture and apparements which may are in principle over the Capture. under the Note.

even pay to consider our time day intermity payments are use unual time recte, until time recte is paid in turn, a serie ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a contract of the Discount of any (or searly hazard or security tends on the Discount of any (or searly hazard or security tends on the Discount of any (or searly hazard or security tends or the Discount of any (or search of search of search of search or the Discount of any (or search of search of search or the Discount of any (or search of search of search of search of search of search of search or the Discount of search of Funds:) for: (a) yearly taxes and assessments which may attain profity over this Security Instrument as a feet on the Property; (b) yearly leasehold payments or ground rants on the Property, if any; (c) yearly hazard of the Property; (b) yearly leasehold payments or ground rants on the Property; (c) yearly hazard of the property; (d) payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants on the Property; (e) yearly leasehold payments or ground rants o MENDING IT BUT AND SIME DEVADED BY RESERVED BY RESERVED BY RESPONDED TO LEAD OF THE PROPERTY, IT BUT YES TO BE THE PROPERTY OF preperty insurance premiums; (c) yearly more insurance premiums, it any; (e) yearly moregage insurance premiums, it any; (e) yearly moregage insurance premiums, it any; (e) yearly moregage insurance premiums, in accordance with the provisions of premiums, it any; (e) yearly moregage insurance premiums. These items are called Escrow Items, Paragraph 8, in lieu of the payment of moregage insurance premiums. These items are called Escrow Items, and Items and Items are any single collect and hold sunde in an amount not to avoid the maximum amount a lander for a surface of the payment of more and hold sunde in an amount not to avoid the maximum amount a lander for the payment of more and hold sunde in an amount not to avoid the maximum amount and hold sunde in an amount not to avoid the maximum amount and the maximum and hold sunde in an amount not to avoid the maximum amount and the maximum amount and the maximum amount and the maximum and the maximum amount and the maximum amount and the maximum and the maximum amount and the maximum and the Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a feederally related maximum amount and collect and hold Funds in an amount not to exceed the maximum amount a lender for a feederally related maximum amount and feederal feed feederally related maximum amount on a feederally related maximum amount on the feederal feed feederally related maximum amount on the feederal feederal feederal feederally related maximum amount on the feederal feederal feederal feederally related maximum amount on the feederal feederal feederally related maximum amount on the feederal fe Lenver may, at any time, consci and note runds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's eaction account under the federal procedure. Seriament Procedures and of 1974 as amanded from time to time 12 it on a second procedure. Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et 560. ("RESPA"), Unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Sunds in an amount not to avoid the lesser amount. I so, and a manual the second of Sunds in an amount not to avoid the lesser amount. unwess another law that applies to the rungs sets a lesser amount. It so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the emount of funds due on the heals of surrant note and responship astimates of avanditures of future Esserting transfer of surrant note and responship astimates of avanditures of future Esserting transfer of surrant notes and responship astimates of avanditures of future Esserting transfer of surrant notes. the basis of current outs and teasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law The Funds shall be lest in an institution whose deposits are insured by a tederal agency, instrumentality,

or entity (including Lender is such an institution) or in any Federal Home Loan Bank. Lender shall some the English to have the english the english to have the englis or entity (including Lender,): Lender is such an institution; or in any rederer notice Lord pank, Lender brids, applying the Funds to pay the Estrow Items, Lender may not charge Borrower for holding and applying the Funds, and the Estrow Items indeed I and a natural interest on any interest on any interest on the secretary than any indeed I and a natural interest on any interest on the secretary than any indeed I and a natural interest on the secretary than any indeed I and a natural interest on the secretary than any indeed in the secretary than any ind apply the rulius to pay the disclow account, of verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and annihable law no mits Landar to make such a charge blowner. Landar more security English and the Funds and annihable law no mits Landar to make such a charge blowner. accordance with applicable law. the Funds and applicable law partits Landar to make such a charge, However, Landar in concerning using a charge for an interpretation and applicable law partits Landar to make such a charge, and the Landar in concerning using the charge for an interpretation and an applicable law partitions and applicable law partitions are applicable law partitions and applicable law partitions and applicable law partitions are applicable law partitions and applicable law partitions and applicable law partitions are applicable law partitions. The rules and applicable law partitis cancer to make such a clisize, nowever, cancer may require bullower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loss times charge for an independent real estate tax reporting service used by Lender in connection with this loss times annihilate annihilate of annihilate annihilate of annihilate annihilate of anni pay a une-time charge for an invependent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made of applicable law provides otherwise. Unless an agreement is made on applicable law provides otherwise. Unless an agreement is made interest or partition on the Fundament to he had been and the paid to have a continued to have a continued to have a continue and interest or partition and the paid to have a continued THE ROBIL UNIOSS SUPPLICATION IS THE PROPERTY OF THE PROPERTY Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Rorrower without charge an annual accounting of the Funds about and debite to the Funds and annual accounting of the Funds about and debite to the Funds and to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the number of the Funds, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the number of the funds are allegand as additional accounts for which each debit to the Funds was made. The funds are allegand as additional accounts. to porrower, without charge, an annual accounting or the runos, showing creuns and depits to the runos and the purpose for which each debit to the Fuldi was made. The Funds are pledged as additional security for all annual has the Campile Instrument.

if the Funds held by Lender exceed the arrounds permitted to be held by applicable law, Lender shall be the Funds held by Lender exceed the arrounds permitted to be held by applicable law. If the punts to Regenerate for the exceed the arrounds in annotations with the requirements of annitable law. account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds hald by I ander at any time is not entitisient to not seem to be a second to be funds hald by I ander at any time is not entitisient. arrount to purpose for the Funds held by Lender at any time it no. Sufficient to pay the Escrow Items when due, Lender and an another and the purpose in writing and in such case about one to Lander the amount carecasts to sums secured by this Security Instrument. mirrount of the rules had by Lancer at any time if no sufficient to pay the Escrow flams when due, Lender the amount necessary to may so notify Borrower in Writing, and, in such cash perfower shall pay to Lender the amount necessary to make up the deficiency. Rorrower shall make up the deficiency in no store than twolve monthly necessary. may so notify softower in writing, and, in such case corrower shall pay to Lenger the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at and of a sale discretion.

Upon payment in full of all sums secured by this Society Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21 Conder shall acquire or sell the Property, Lender, and the Property shall some held by Lender. If under Paragraph 21 Conder shall acquire or sell the Property shall some held by Lender. If under Paragraph 21 Conder shall acquire or the time of acquirement. politions any rules have by Lander. II, under ratagraph 41 Lander shall acquire or sell the time of acquisition of sale of the Property, shall apply any runds held by Lender at the time of acquisition of sale of the Property, shall apply any runds held by Lender at the time of acquisition of sale of the Property, shall apply any runds held by Lender at the time of acquisition of sale of the Property. Lender's sole discretion.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Peragraphs 1 and 2 shall be applied: first, to any prepayment to maintain and last to any last amounts naushis under Paragraph 2, third to interest due, fourth to maintain and last to any last or sale as a credit against the sums secured by this Security Instrument. unuer reragraphs i and 2 shall be applied; linst, to any prepayment charges due unuer the little; second, to any late 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 Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to Charges. to the Property Which may attain priority over this Security Instrument, and leasehold payments or ground rante if any Borrower shall now those obligations to the manner provided in Paragraph 2 or if not need in that TO THE PROPERTY WHICH HISY STEEDS PRIORITY OVER THIS DECUMENT HISTOMETH, SHO RESSENDED PAYMENTS OF GRUND TENTS, if SAY, Borrower shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner provided in Parameter Shall pay these obligations in the manner shall provide the shall pay these obligations in the manner shall provide the shall pay the shall manner, Borrower shall pay them on time directly to the person owed payment. Sorrower shall promptly furnish to I ender all notices of amounts to be naid under this narrowen. charges due under the Note. mumer, compare shall promote furnish to lander requires audensing the neumants. directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless. Borrower: (a) agrees in writing to the payment of the obligation secured by the lien it is manner acceptable to lander. (b) contacts in condition the lien by or defends against anionament of the lien in least representations. corrower: (a) agrees in writing to the payment of the obligation secured by the lien in, legal proceedings Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien; or (a) secures from the holder of which in the Lender's opinion operate to prevent the enforcement of the lien; or the Cantiful Instrument if Lander the lien and arranged assistant to Lander cubardinating the lien to this Cantiful Instrument. WHICH IT THE LERIOR S OPINION OPERATE TO PREVENT THE ANTOCOMENT OF THE BEAUTH INSTRUMENT. If Lender the lien to this Security Instrument. If Lender the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender the lien and the property is subject to a lien which may attain national over the Content of the Property is subject to a lien which may attain national over the Content of the Property is subject to a lien which may attain national or the Property is subject to a lien which may attain national or the Property is subject to a lien which may attain national or the Property is subject to a lien which may attain national or the Property is subject to a lien which may attain national or the lien to this security is subject to a lien which may attain national or the lien to the lien to this security is subject to the lien to this security in the lien to the li the self of eglections sensectory to Lender suppressing the field to this peculity institution. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security determines that any part of the Property is subject to a lien which may attain priority the lien or take one identificant the lien. Sometimes shall exist the lien or take one Unstrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one

5. Hezard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected the Property Insurance. or more of the actions set forth above within 10 days of the giving of notice. on the Property Insured against loss by fire, hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and any other hazards included within the tarm "extended coverage" and the tarm the on the property insured system to the nations that I and a tentime term extended coverage and any other hazards, including floods of flooding, for which Lender requires insurance. This insurance carrier arounds the maintained in the amounts and for the nations that I and a tentime of the insurance carrier and for the pariods that I and a tentime of the insurance carrier and for the pariods that I and a tentime of the insurance carrier and for the pariods that I and I and I are the insurance carrier and for the pariods that I and I are the insurance carrier and the insurance carrier a other negards, including 1100ds or 1100ding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be shown by Romanian to I and the amounts and to the periods that Lender requires the insurance shall be shown by Romanian to I and the amounts which shall not be unconsidered. insurance shall be chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval and the Chosen by Bottowet Subject to Lender's approval and the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably withhele in the Chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval which shall not be unreasonably with the chosen by Bottowet Subject to Lender's approval whi INTERIER DE CHOSEN DY DOLLOWER SUDJECT LA LENGER & approver Without Short Lender's Option, Obtain Coverage of Borrower falls to maintain Coverage described above, Lender may, at Lender's Option, Obtain Coverage of Borrower falls to maintain coverage described above, Lender may, at Lender's Option, Obtain Coverage of State of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortge protect Lender's rights in the Property in accordance with Paragraph 7. clause. Lender shall have the right to hold the policies and renewals. It the event of lines sharrower elements in the event of lines sharrower elements. promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower st

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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's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Somewer's principal cosidence 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 Bollower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, of 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 muscially impair the fien 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 wirk 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 for failed to provide Lender with any material information) in connection with the Ican evidenced by the Note, including, but not limited to, representations concerning Borrower's occupant, 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
- 7. Protection of Lender's Rights in the Property. 1/ 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 vibilities: 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 coult, prying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take script 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 maxing 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 tapses 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 tieu 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.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

due.

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

amount of such payments.

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

any right or remedy.

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (hen. (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 Potrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be discussed to have

been given 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 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 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 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 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

Loan No.: 1-821905-7

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument 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 earlier of: (a) 5 days (or such other period as applicable law may specify for rainstatement) 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 limit 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 sight to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note: Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be said 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 applications and to maintenance of the Property.

Borrower shall promptly give Lender written notice of say 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 ramediation 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, kerdsene, 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, surviv 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 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.

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Security instrument to Borro for releasing this Security in charging of the fee is permitted. 23. Walver of Homesteed 24. Riders to this Security into and shall amend and s	nent of all sums secured by this Security war. Borrower shall pay any recordation construment, but only if the fee is paid to a titled under applicable law. I. Borrower waives all right of homestead entry instrument. If one or more riders are instrument, the covenants and agreements applicable line(s) occurity instrument. (Check applicable line(s)	osts. Lender may charge Borrower a feather party for services rendered and the exemption in the Property. Se executed by Borrower and recorded of each such rider shall be incorporated of this Security Instrument as if the
Adjustable Rate Rider Graduated Payment Ri Balloon Rider Other(s) [specify]		ider 1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING ESLOW, Bo Instrument and in early rider(s) Witnesses:	rrower accepts and agrees to the terms ar executed by Borrower and recorded with	nd covenants contained in this Security it.
	mar Mar	to Cook
· :	Christing A	il G Joseph (Seel) TORRES Borrower
	County	(Seal) (Seal) Borrower
	Sonce Below This Line For Acknowledge	6
State of Illinois,	Cook County ss:	7,
i, the undersig		a Notary Public in
	HUSBAND AND William the same person(s) whose name(s) sun person, and acknowledged that THEY instrument as THEIR	RES AND CHRISTINE A. TORRIS,
Given under my hand and My Commission expires:	official seal, this 14th day of APRII	Teth & Roma Notary Public
This instrument was prepared VICKI WALSH 650 EAST ALGONQUIN ROAL SUITE 105	OFFICIAL SEAL	

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UNDERS CALADOCOPY

LEGAL: LOT 2 (EXCEPT THE EAST 105 FEET THEREOF) AND THE EAST 22.5

FEET OF LOT 3 IN BLOCK B IN 3RD ADDITION TO FREDERICK H.

BARTLETT'S 63RD STREET INDUSTRIAL DISRICT BEING A RESUBDIVISION OF BLOCK 5 AND THE WEST HALF OF BLOCKS 3 AND 8 IN HALL'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.

ADDRESS: 6555 W 60TH PL

CHICAGO, IL 60638

P-18-4.

Proposition of Country Clark's Office PIN: 19-18-411-054-0000

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