

# UNOFFICIAL COPY

96835456

97326523

*Approved by*

When Recorded, Mail To:  
Homecomings Financial Network, Inc.  
P.O. Box 808024

Petaluma, CA 94975-8024

DEPT-01 RECORDING 431.50  
T40014 TRAN 9507 11/08/96 071200  
#1119 + JM \*-96-835456  
COOK COUNTY RECORDER

5146811824

Enter Above This Line For Recording Data

## \*\* THIS MORTGAGE IS BEING RE-RECORDED TO ADD LEGAL DESCRIPTION\*\*

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 1ST, 1996**

The mortgagor is **JOSE ULLOA, A MARRIED PERSON, MARRIED TO VICTORIA ULLOA**

("Borrower"). This Security Instrument is given to

HOMEcomings FINANCIAL NETWORK, INC.

which is organized and existing under the laws of **DELAWARE**  
8400 NORMANDE LAKE BLVD, #1150, MINNEAPOLIS, MN 55437

and whose address is

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

**THIRTY EIGHT THOUSAND FOUR HUNDRED AND NO/100**

Dollars (U.S. \$ **38,400.00**). 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 **OCTOBER 1ST, 2026**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK**

County, Illinois:

SEE ATTACHED EXHIBIT A

96835456

DEPT-01 RECORDING 433.50  
T40014 TRAN 2162 05/07/97 08466400  
#1503 + JM \*-97-326523  
COOK COUNTY RECORDER

5146811824

which has the address of **6205 S FRANCISCO,**

[Street]

**CHICAGO**  
[City]

Illinois

**60629**

[Zip Code]

("Property Address"):

ILLINOIS - Single Family - Family Mac/Fred/Mac UNIFORM INSTRUMENT

ITEM #0761 (04/00)  
MFIL3112 - 01/95

(Page 1 of 6 pages)

Form 3034 9/90  
Great Lakes Business Forms, Inc. 800  
To Order Call 1-800-800-3034 [ ] Fax 815-367-3750  
001-017411-4

...with which Lender requires insurance. This insurance shall be maintained to the extent and for the period required by the terms, conditions, coverages, and any other terms, including the amount of the policy, which are set forth above within 10 days of the date of the giving of notice.

4. Changes. Lender shall pay all taxes, assessments, charges, fees and impositions, whether or not such are specifically mentioned in this Security Instrument, and shall be responsible for the payment of the same. Lender shall also pay all taxes, assessments, charges, fees and impositions, whether or not such are specifically mentioned in this Security Instrument, and shall be responsible for the payment of the same.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under this Security Instrument shall be applied first to the payment of interest on the loan, second to the payment of principal, and third to the payment of any other amounts due under the terms of the loan.

2. Funds Held by Lender. Lender shall hold the amount of the loan proceeds advanced to Borrower in a separate fund or funds, which shall be held in accordance with the requirements of applicable law. Lender shall account for the funds held by it to Borrower in accordance with the requirements of applicable law.

1. Payment of Principal and Interest. Borrower shall pay to Lender the principal amount of the loan and interest thereon in accordance with the terms of the loan. Lender shall have the right to demand immediate payment of the principal and interest due under the loan.

THIS SECURITY INSTRUMENT constitutes uniform covenants for uniform use and non-uniform covenants with Borrower and Lender and shall be subject to the terms and conditions of the loan. Lender shall have the right to demand immediate payment of the principal and interest due under the loan.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest. Borrower shall pay to Lender the principal amount of the loan and interest thereon in accordance with the terms of the loan.

2. Funds Held by Lender. Lender shall hold the amount of the loan proceeds advanced to Borrower in a separate fund or funds, which shall be held in accordance with the requirements of applicable law.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under this Security Instrument shall be applied first to the payment of interest on the loan, second to the payment of principal, and third to the payment of any other amounts due under the terms of the loan.

4. Changes. Lender shall pay all taxes, assessments, charges, fees and impositions, whether or not such are specifically mentioned in this Security Instrument, and shall be responsible for the payment of the same.

TOGETHER WITH all the instruments now or hereafter created on the property, and all covenants, agreements, mortgages, deeds and conveyances of the property, the Borrower is bound by the terms and conditions of this Security Instrument. All of the foregoing is intended to be a part of the property. All references and additions shall also be covered by this Security Instrument.

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

MFPL3112 - 01/95

15. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have the Security Instrument terminated without further notice or demand on Borrower.

16. Lender's Election of Acceleration. Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the 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 the Security Instrument.

18. Borrower's Copy. Borrower shall be given one convenient copy of the most and of this Security Instrument. The copy shall be provided by Lender if Lender is prohibited by Federal law as of the date of this Security Instrument.

19. Governing Law. 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 law of the State in which the Property is located conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the provisions of this Security Instrument shall not be affected by the provisions of the conflicting provision. To the extent of any such conflict, the provisions of this Security Instrument shall prevail.

20. 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.

21. Loss Charge. If the loan secured by this Security Instrument is subject to a law which requires that charges and fees be paid by the borrower, then (a) any such charge shall be collected by the amount necessary to reduce the loan to the principal limit; and (b) any such charge shall be collected by the amount necessary to reduce the loan to the principal limit.

22. Lender's Election of Remedies. Lender may choose to make this loan subject to the law of the State in which the Property is located or to the law of the State in which the Property is not located. Lender's election shall be made by notice to Borrower.

23. Assurances and Agreements. Lender and Borrower agree to the provisions of this Security Instrument and to the terms and conditions set forth herein. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

24. Assignment. Lender and Borrower agree to assign to Lender all or any part of the Property or any interest in it, whether or not the Property is located in the State in which the Property is located.

25. Remedies. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

26. Waiver. Lender and Borrower agree to waive all or any part of the Property or any interest in it, whether or not the Property is located in the State in which the Property is located.

27. Assurances and Agreements. Lender and Borrower agree to the provisions of this Security Instrument and to the terms and conditions set forth herein. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

28. Remedies. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

29. Waiver. Lender and Borrower agree to waive all or any part of the Property or any interest in it, whether or not the Property is located in the State in which the Property is located.

30. Assurances and Agreements. Lender and Borrower agree to the provisions of this Security Instrument and to the terms and conditions set forth herein. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

31. Remedies. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

32. Waiver. Lender and Borrower agree to waive all or any part of the Property or any interest in it, whether or not the Property is located in the State in which the Property is located.

33. Assurances and Agreements. Lender and Borrower agree to the provisions of this Security Instrument and to the terms and conditions set forth herein. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

34. Remedies. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument. Lender and Borrower agree to execute the documents and to pay the sums secured by this Security Instrument.

35. Waiver. Lender and Borrower agree to waive all or any part of the Property or any interest in it, whether or not the Property is located in the State in which the Property is located.

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applicable law may specify its 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. 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 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 shall 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 (as defined 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 in normal residential uses and to maintenance of the Property.

Borrower shall promptly give 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 law 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:

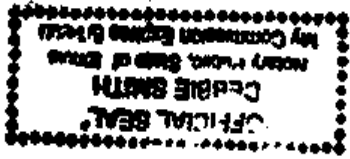
21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (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 litigation.

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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Page 6 of 6 pages  
Form 1001-01/02  
01-07-11-4  
MIRIAM - 01/02  
8400 NORWALKDALE LAKE BLVD, #1150, MINNEAPOLIS, MN 55437



(Name) HOMECONINGS FINANCIAL NETWORK, INC.,

This instrument was prepared by

My Commission expires:

(Given under my hand and official seal, this

1st day of OCT 1996

*Debbie Smith*

subscribed to the foregoing instrument, requested before me this day in person, and acknowledged that he and delivered the said instrument as free and voluntary act, deed, and purpose therein set

do hereby certify that the undersigned is a Notary Public in and for said county and state,

JOSE VILLO AND VICTORIA VILLO

County of:

STATE OF ILLINOIS, Cook

(Seal)	_____ Borrower	(Seal)	_____ Borrower
(Seal)	_____ Borrower	(Seal)	_____ Borrower
(Seal)	_____ Borrower	(Seal)	_____ Borrower

ALICIA VILLO, SIGNING SOLELY TO WAIVE HINDERED RIGHTS  
*Alicia Villos*

JOSE VILLO  
*Jose Villos*

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- (Check applicable boxes)
- Adjustable Rate Rider
  - Guaranteed Payment Rider
  - Balloon Rider
  - (Other) (specify)
  - Condominium Rider
  - Planned Unit Development Rider
  - Base Improvement Rider
  - 1-4 Family Rider
  - Directly Payment Rider
  - Second Floor Rider

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.

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

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File S1468118V - Legal Addendum

LEGAL: LOT 39 IN BLOCK 15 IN COBE AND MCKINNON'S 63RD STREET AND SACRAMENTO AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 6205 S FRANCISCO  
CHICAGO, IL

PIN: 19-13-330-002-0000

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