

A.J. SMITH FEDERAL  
14757 S. CICERO AVENUE  
MIDLOTHIAN, IL 60445

97386501

# UNOFFICIAL COPY

APPL# 001-40315046  
ML# 0025001835

(Space Above This Line For Recording Data)

## MORTGAGE

31-50  
JW  
28-00

THIS MORTGAGE ("Security Instrument") is given on  
LORENZO TERRAZAS AND ELSE TERRAZAS, HIS WIFE MAY 3, 1994

("Borrower"). This Security Instrument is given to A.J. SMITH TITLE INSURANCE COMPANY, RECORDING DEPT. 0001, TRAN 2545 06/02/97 11:37:00  
which is organized and existing under the laws of  
address is 14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445  
FOURTEEN THOUSAND FIVE HUNDRED AND NO/100  
Dollars (U.S. \$ 14,500.00).

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 MAY 9, 2004. This Security Instrument secures to Lender: (a) the repayment of all 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 15 AND THE WEST 8 FEET OF VACATED ALLEY EAST AND ADJOINING SAID PART OF THE EAST 1/2 OF FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THAT TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE RIGHT OF WAY OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

P.I.N.#: 12-09-433-015

which has the address of 4815 N FORSTER AVE, SCHILLER PARK  
Illinois 60176 ("Property Address").  
IL-03- Single Family - FNMA/FHLMC UNIFORM INSTRUMENT  
(Zip Code)  
Form 301A 8/90  
Amended 5/91  
VHP MORTGAGE FORMS - 10001521-7201  
WEAR: \_\_\_\_\_

Street, City



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Borrower shall promptly discharge any loss which has resulted from any delay by Borrower in making payment of principal, interest or other amounts due under this Note or any other instrument or agreement between Borrower and Lender.

**4. Contractors' Liens.** Borrower shall pay all taxes, assessments, charges, rents and liens, judgments, awards and expenses arising out of or relating to the Property over and above amounts paid by Borrower to Lender, and Lender shall promptly furnish to Borrower all notices of amounts so to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them as soon as they accrue to the person or persons entitled to payment.

I and Z shall be applied first, to any prepayments due under the Note, to amounts paid under Paragraph 2, to principal due, and last, to any late charges due under the Note.

**Successive Instruments** Unless applicable law provides otherwise, all payments received by Lender under previous

Up-to-date information in full of all sums received by this Security Institution, Leenders shall promptly refund to Borrowers any funds deposited with us by Leenders as the time of acquisition or sale as credit 1, unless the sums received by this Property, shall apply by Leenders as the time of acquisition or sale as credit 1, unless the sums received by Leenders, if, under paragraph 21, Leenders shall acquire or sell the Property, Leenders, prior to the acquisition or sale of the funds by Leenders.

If the Friends mean to go forward in this cause, they must be prepared to do more than pay lip-service to the principles involved. They must be willing to sacrifice their time and money, and to make personal sacrifices, as Leander's sole discretion.

required interest to be paid, Leaders shall not be required to pay Bonuses or any interest or earnings of amounts on the Funds. Bonuses and annual accountings of the Funds, showing credits and debits to be paid on the Funds, Leader shall give to Boarder, without charge, to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Funds shall be held in an account which these depositors are entitled by a federal agency, insurance company, or entity (including leaders, if leaders is such an institution) or in any Federal Reserve Bank. Leader shall apply the Funds to pay the Expenses Leaders may not charge Bonuses for holding and applying the Funds, annually specifying the amount to voluntary Leaders. Leader may not charge Bonuses for holding and applying the Funds, annually specifying the amount to voluntary the Expenses, unless Leader pays Bonuses to himself as compensation for an indepedendent real estate tax reporting services used by Leaders, unless Leader may negotiate Bonuses to pay a one-time charge for an independent real estate tax reporting services used by Leaders in connection with this loan, unless less applies otherwise. Leader is liable for application of applicable law

oportunidades de cooperación en el desarrollo de la industria.

printed on and attached to the back cover issued by the Rose and Any propagation and all changes due under the Note.

L. *Pioneers of Provincial and Territorial Government and Late Clergymen.* Bonaventure shall promptly pay when due the

VALUATIONS BY INDEPENDENT CO-CONTRACTORS & UNIFORM SECURITY INSTRUMENTS covering real property.  
LUNDSTRÖM COVENANTS. Protection of real property instruments and access to offices.

will detail generally the title to the Property against all claims and demands, subject to any claim or record.

**BONITOWER COVENANTS** shall Bonitower is lawfully elected of the estate hereby conveyed and has the right to do anything

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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 Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not 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 rights or remedies.

**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. 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 Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay 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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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 deemed 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.

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3. Mortgagee lessee trustee. If lessor required mortgagee instrument as a condition of making the loan secured by this security instrument, Borrower shall pay the premiums required to maintain the mortgagee insurance in effect. If for any reason, the mortgagee insurance coverage ceases to be in effect, Borrower shall pay the premiums required to maintain the mortgagee insurance coverage in effect until the coverage is restored or compensated for by the lessor.

Any amounts disbursed by Landor under this paragraph 7 shall become additional debt of Browner secured by this Security instrument. Unless Browner and Landor agree to older 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 Landor to Browner after requesting payment.

7. Protection of Leader's Rights in the Property. If Borrower fails to perform its covenants and obligations contained in this Security Instrument or fails to make timely interest payments, although Leader may take action under this instrument, Leader may and will exercise his/her rights in the Property to make repayment. Although Leader may take action under this instrument, Leader may and will exercise his/her rights in the Property to make repayment.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender's  
Borrower shall occupy, establish, and shall continue to use the Property as Borrower's principal residence until such day as his  
days Security interest terminates except where he occupies 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 occupy the Property,  
allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any certain action or  
proceeding, whether civil or criminal, is begun against him in respect of Lender's good faith judgment could result in forfeiture of the Property or  
otherwise necessarily impair the loan created by this Security instrument or Lender's security interest Borrower may cure such a  
defect and thereafter, as provided in paragraph 18, by curing the action or proceeding to be dismissed with a ruling that  
Lender's good faith determination of the facts in the action or proceeding was reasonable and proper.

Under section 12(1)(a) and paragraph 1(1)(a) of the Income Tax Act, any payment or proceeds received by a person in respect of a transfer of property or rights in property shall pass to Lender to the extent of the sum received by this Society from the transferor.

coverage is provided; leaders' savings in life expectancy in association with poverty rate;

a. Standard of Property Insurance. Borrower shall keep the insurance policies now existing or hereafter created on the Property be insurance company which it shall choose by law, hazards included within the term "extended coverage" and any other hazards, excluding floods or windstorms loss by fire, hazards included within the term "extended coverage" and any other hazards, excluding floods or windstorms, for which Lenders requires insurance. This insurance shall be maintained in the amounts and for the periods that Lenders requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable. If Borrower fails to maintain coverage described above, Lenders may, at Lender's option, obtain

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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.

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 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 or related 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, oil, 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 recording costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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MIDLOTHIAN, IL 60445  
100 S. CHICAGO AVENUE  
MORTGAGE CO. LTD.  
MORTGAGE BANK

(Official) Notary Public - Page 1 of 1

This instrument was prepared by  
My Commission Expires 4/97  
Notary Public: State of Illinois  
Jane S. Hearn  
My Notary Seal  
Given under my hand and official seal this 3rd day of May 1997  
Signed and delivered the said instrument at the City office and voluntary act, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I am  
Personally known to me to be the same person(s) whose name(s)  
DORINDO TERRAZAS AND ELSA TERRAZAS, HIS WIFE

My Commission Expires

I, the undersigned,  
, a Notary Public in and for said county and state do hereby certify that  
  
STATE OF ILLINOIS,  
COOK COUNTY, ILLINOIS  
Borrower  
(Signature)  
ELSA TERRAZAS  
(Signature)  
DORINDO TERRAZAS  
(Signature)  
Witness  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in  
any rider(s) executed by Borrower and recorded with it.

- [Check applicable box(es)]  
The coverages and options of this Security Instrument as it the rider(s) were a part of this Security Instrument  
Security Rider  
Adjustable Rate Rider  
Graduated Payment Rider  
Planned Unit Development Rider  
Conditional Rider  
1st Family Rider  
Second Home Rider  
Borrower Rider  
Rate Improvement Rider  
Other(s) (specify)

2A Rider to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coverages and options of this Security Instrument as it the rider(s) were a part of this Security Instrument  
will be incorporated into this Security Instrument and shall prevail over the Security Rider.

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