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97394397

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
1350 E. Touhy Ave. - Suite 160W
Des Plaines, IL 60018

AP# GONZAL, M5120136
LN# 5120136

DEPT-01 RECORDING \$35.50
T#0014 TEAM 2589 06/04/97 12:41:00
#8223 + CG *-97-394397
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 30, 1997 . The mortgagor is Martha A. Gonzalez, Divorced not Remarried

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B.

existing under the laws of the United States of America , which is organized and
4242 N. Harlem Ave., Norridge, IL 60534 , and whose address is
("Lender"). Borrower owes Lender the principal sum of Eighty Two Thousand One Hundred Fifty
Dollars and no/100 Dollars
(U.S. \$ 82,150.00). 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 February 1, 2007 . This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications
of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and
convey to Lender the following described property located in Cook
County, Illinois.

LOT 36 IN BLOCK 7 IN VAN SCHAACK AND HERRICK'S SUBDIVISION, BEING A
SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 28, 1890 AS DOCUMENT
NO. 1215067, IN COOK COUNTY, ILLINOIS.

16-02-212-036 ,

which has the address of

3532 W. Hirsch
[STREET]

Chicago
[CITY]

Illinois 60651
[ZIP CODE]

(Property Address);

ILLINOIS SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/0894/3014(0990)-L

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ATTORNEYS' NATIONAL
TITLE NETWORK, INC.

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If the Funds held by Lender exceed the amounts permitted to be held by Applicable Law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than thirty (30) days after notice to Lender of such deficiency and, in such case Borrower shall pay to Lender the amount necessary to satisfy the deficiency.

UNEXECUTED COVENANTS: Borrower and Lender covenant and agree as follows:

1. Payment of principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment met and the charges due under the Note.

BORROWER COVENANTS that Borrower is lawfully seized of the assets hereby conveyed and has the right to manage, grant and convey the Property and will defend generally the title to the Property in uncomplicated, recordable form and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and its accessories;

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LN# 5120136

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower 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 in a manner acceptable to Lender; (b) contests in good faith the Lien by, or defends against enforcement of the Lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the Lien; or (c) secures from the holder of the Lien an amendment satisfactory to Lender subordinating the Lien to this Security Instrument. If Lender determines that any part of the Property is subject to a Lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the Lien. Borrower shall satisfy the Lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender 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.

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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 resources

1. **Lodging Insurance.** If lodger required mortgage(s) in advance as a condition of letting the house, then the owner shall pay the premium required to maintain the mortgage insured by the Society instrument. The owner shall pay the premium required to maintain the mortgage insured by the Society instrument, if for any reason, the mortgage insurance coverage required by landlords leaves or terminates by effect of the mortgagor's insolvency or death. The owner shall pay the premium required to maintain the mortgage insured by the Society instrument, if the mortgagor's insolvency or death results in a loss of coverage due to a change in the ownership of the mortgagor or his/her estate.

Any authority designated by law under this paragraph / shall become subject to the provisions of section 10 of the Securities Exchange Act of 1934, as amended, upon notice from Lender to Borrower requesting such action.

2. Reservation of Landlord's Rights in the Property. It is agreed proceeding that my agent and
agreements contained in this Security Instrument, or there is a legal proceeding that my agent and
Landlord's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or
distributions or to enforce laws or regulations), then Landlord may do and pay for whatever is necessary to
provide the value of the Property and Landlord's rights in the Property, Landlord's actions may include paying
any sums secured by a lien which he has priority over the Security Instrument, appearing in court, paying
any amounts due under this Agreement, and settling up to make repairs. Although Landlord may take action
against me for damages, fees and attorney's fees and settling up to the Property to make repairs. Although Landlord may take action
against me for damages, fees and attorney's fees and settling up to the Property to make repairs.

§ Occupations, Proceedings, Instructions and Notifications of the Proprietor. Borrower shall not manage unless Lender agrees to the manager in writing. Borrower shall carry with all the provisions of the lease. If Borrower acquires less than 10% of the Property, the Borrower's consent is necessary for the Proprietor to make alterations or additions to the Property as a principal residence. If the Security instrument is on a leasedhold, consideration for the loan advanced by the Proprietor including but not limited to, replacement conditions concerning information, or settlements to Lender (or failed to provide Lender with any material information) shall also be in default if Borrower, during the loan application process, gives materially false or inaccurate information, or a statement of the loan created by the Borrower's signature to the Proprietor or other material information, or a good faith determination, precludes performance of the Borrower's interest in the Proprietor provided in paragraph 18. By causing the action or proceeding to be commenced with a ruling that Lender's security instrument or Lender's security may cure such a defect and rectify, so long as could result in forfeiture of the Proprietor's ownership interest in the Proprietor shall be in default and rectified, so that the Proprietor may commence action or proceeding which can be taken by the Proprietor to recover the amount of commitment made on the Property. Borrower shall be in default if any holder of a security interest in the Proprietor's title or interest, is begun that Lender's good faith circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair property, or any fixture or equipment, or commit waste on the Property. Borrower shall be in default if any fixture or equipment which constitutes part of the Proprietor's title or interest, is removed, or transferred, or used for any purpose other than the Proprietor's intended use of the Property. Borrower shall not be liable for damages or expenses arising in writing which cannot shall not be transitory wholly or under circumstances within days after the execution of this Security instrument and shall continue to occupy the Proprietor's property until the day before the expiration of the lease or year after the date of occupancy the Proprietor shall occupy, establish, and use the Proprietor as Borrower's principal occupation; Lenderholder.

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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 right or remedy.

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.

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32. Hazardous Substances. Borrower shall not cause or permit the presence, use, exposure, 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 laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

18. Borrower's Right to Release. Notwithstanding the certain conditions, Borrower shall have the right to release the Security Interest in the certain conditions if (a) 6 days to filing of a complaint or such other period as applicable law may specify for commencement of (b) any proceeding or action of a judgment creditor to any power of sale contained in the Security Instrument, or (c) payment under the Security Instrument. Those conditions are that Borrower: (a) pays lender all sums which then would be due under the Security Instrument and the Note at a no less than 10% rate; (b) certain conditions had occurred; (c) any other circumstances or agreements; (d) certain conditions had occurred; (e) certain conditions had occurred; (f) any other circumstances or agreements; (g) pays all expenses incurred in protecting the Security Instrument; (h) pays all expenses incurred in the collection of the Note; and (i) pays attorney fees and costs of defense in any proceeding or action of a judgment creditor to any power of sale contained in the Security Instrument.

17. The basis of the Proprietary or a Standard Licence in Botswana. Under or any part of the Proprietary or Standard Licence is provided by law as of the date of the Society's formation.

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The Government has, however, taken no formal steps to implement this recommendation.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify]

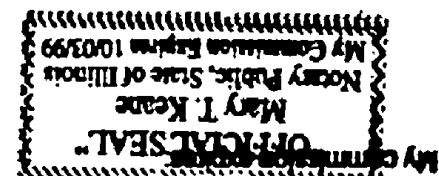
 | <input type="checkbox"/> HOA Rider | |

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FINMA/FHLMC UNIFORM INSTRUMENT
19C/CHM011//0004/301400001 PAGE 8 OF 8

This instrument was prepared by Jane Shea
Address: 1350 E. Touhy, Suite 280 West
Des Plaines, IL 60018



(Signed under my hand and affixed seal this 30th day of January, 1997.

I, Notary Public, do swear that the person(s) whose name(s) is subscribed to the foregoing personally known to me to be the same person(s) who executed this instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

1. THE UNDERSIGNED
Martha A. Gonzales

STATE OF ILLINOIS

, COOK

, a Notary Public in and for said County and State do hereby certify that
County as

(Space Below This Line For Acknowledgment)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

Martha A. Gonzales

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in page 1
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

LN# 5120136

AP# GONZAL, MS120136