

# UNOFFICIAL COPY

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1998-09-16 11:42:01  
Cook County Recorder 31.50

MORTGAGE

ILLINOIS

(3014)

Wolf Financial Resources, Inc.  
215 Butterfield Road-Suite 103  
Oak Brook, Illinois 60523

The above space is for the recorder's use only

THIS MORTGAGE ("Security Instrument") is given on March 24, 1998. The mortgagor is Jean H. Aguilar & Margarita Aguilar and Jose Luis Aguilar, joint tenancy (Borrower"). This Security Instrument is given to Wolf Financial Services, Inc., which is organized and existing under the laws of State of Illinois, and whose address is 215 Butterfield Rd., Oak Brook, IL (Lender"). Borrower owes Lender the principal sum of Four thousand one hundred twelve and no 100/100 Dollars (U.S. \$ 4,112.00). 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 30 days upon completion. 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 City of Chicago, Cook, County, Illinois:

Lot 14 in Block 1, in Heinemann and Grosse's Subdivision of part of Lot 3 in Davlin, Kelly and Carroll's Subdivision of the Northwest quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-26-105-015

which has the address of 3131 N. Ridgeway,  
Street,  
Illinois 60618 (ZIP Code) ("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 seized 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

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3. **Liability of property insurance.** Borrower shall keep the property insurance now existing or hereafter entered on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, building 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 unreasonable withheld. 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.

Borrower certifies that proceeds of any loan which has priority over this Security Instrument and/or Borrower's (a) agrees in writing to the payment of the principal amount secured by the loan in a manner acceptable to Lender, to conduct its business in accordance with the laws of the State of New York; (b) agrees to pay all costs of collection, including attorney's fees, incurred by Lender in connection with the enforcement of any right or remedy available to Lender under this instrument or otherwise.

### **A. Application of Payments**

I am pleased to note that all sums received by this Society from me under the terms of my Will will be used for the promotion of the objects of the Society.

If the funds held by Landers exceed the amount permitted to be held by Landers under applicable law, Landers shall account to Borrower for the amount so exceeded.

**EXHIBIT C: CONNEXAS** **PROVIDER AND LEADER DOCUMENT AND AGREEMENTS**

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

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan executed 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.

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interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any  
16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument  
are declared to be severable.

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

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided  
that class used to Lender's address stated herein or any other address designated by notice to Borrower. Any notice by  
Property Address or any other address Borrower designates by notice to Lender. Any notice so sent shall be given by  
by mailing it to that class unless applicable law requires use of another method. The notice so sent shall be directed to the  
14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or  
any prepayment charge under the Note

a direct payment to Borrower if a refund reduces principal, the reduction will be treated as a partial prepayment without  
be required to Borrower Lender may choose to make this refund by reducing the principal used under the Note or by making  
the charge to the permitted limit, and (b) any sum already collected from Borrower which exceeded permitted limits will  
be charged to the loan exceed the permitted limit, then, (a) any such loan charge shall be reduced by the amount necessary to reduce  
with the loan charges, and that law is finally interpreted so that the interest or other form charge collected or to be collected in connection  
13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan  
amount or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's  
sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify,  
Borrower's interest in the Property under the terms of this Security Instrument, (d) is not personally obligated to pay the  
Instrument but does not exceed the Note. (e) is assigning his Security Interest only to mortgagee, grant and convey that  
paragraph 17. Borrower's successors and assigns shall be liable and several. Any Borrower who signs this Security  
this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions  
of paragraph 17. Borrower's successors and assigns shall be liable and several. Any Borrower who signs this Security  
12. Successors and Assigns Bound; Joint and Several Liability; Cross-signers. The covenants and agreements of  
a matter of or provide the exercise of any right in remedy.

Borrower or Borrower's successors in interest, (g) Borrower by Lender in exercising any right or remedy shall not be  
obligated to make any contribution of the sums secured by this Security Instrument by reason of any demand made by the original  
shall not be required to assume personal responsibility for the unpaid balance of the original Borrower's successors in interest, Lender  
of Borrower shall not operate to reduce the liability of Borrower's successors in interest to any successor in interest  
modification of amortization of the sums secured by this Security Instrument granted by Lender to any time for payment of  
11. Borrower Not Responsible; Forgiveness Not a Waiver. Extension of the time for payment of  
or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.  
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend  
to the sums secured by this Security Instrument, whether or not then due

is given, Lender is not bound to collect and apply the proceeds, at its option, either to restoration or repayment of the property  
make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note  
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to  
vise, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.  
which the fair market value of the Property immediately before the taking is less than the amount of the sums secured in  
immediately before the taking. Any balance shall be paid to Lender. In the event of a partial taking of the Property in  
the total amount of the sums secured immediately before the taking, divided by (f) the fair market value of the Property  
secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction  
by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums  
fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured  
and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned  
10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with  
give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect of the Property. Lender shall

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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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

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

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

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(Space Below This Line Reserved For Landlord And Recorder) COMMISSION EXPIRES 1/17/90  
NOTARY PUBLIC, STATE OF ILLINOIS

JANET L HILBEOLD  
Notary Public Seal

24th day of March 1998

My Commission expires

Given under my hand and official seal, this

set forth

signed and delivered the said instrument in *black* free and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* .....

personally known to me to be the same person(s) whose name(s) .....

do hereby certify that *Janet L Hilbeold Notary Public Seal* *is a Notary Public in and for said county and state,*

County ss:

Social Security Number: .....  
—Borrower

Social Security Number: .....  
.....  
(Seal)

Social Security Number: .....  
.....  
336-781090  
—Borrower  
(Seal)

and in my (deed(s)) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

- [Check applicable box(es)]
- Adjustable Rate Rider
  - condominium Rider
  - 1-4 Family Rider
  - Graduated Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Balloon Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Other(s) (Specify)

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 this Security Instrument as if the rider(s) were a part of this Security Instrument  
and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend  
[Check applicable box(es)]