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1998-09-21 12:02:24
Cook County Recorder 37.50

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AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

AP# CERVAN, J5812496
LN# 0005212496

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 11, 1998. The mortgagor is Jose A. Cervantes, and Maria A. Cervantes, his wife

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America , which is organized and existing under the laws of The United States of America , and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Seventy Two Thousand Dollars and no/100 Dollars (U.S. \$ 72,000.00). 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 1, 2013 . 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 legal rider

4238832-X 3/3

(18 13 209 053)

which has the address of

7305 W. 56th St.
[STREET]Summit
[CITY]Illinois 60501 ("Property Address");
[ZIP CODE]ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

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FORM 3014 9/90

ISCS/CMDTL//0894/3014(0990)-L PAGE 2 OF 8
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items of applicable law, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months at Lender's sole discretion.

The Funds were made. The Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debts to the Funds and the purpose for which each debt to accounting of the Funds, Lender shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual interest that accrues on the Funds. Borrower and Lender may agree in writing, however, to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower, Lender may require to pay a one-time charge for the independent real estate tax under pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge. Lender shall apply the Funds to pay the Escrow account, a varying the Escrow items, unless applying the Funds, annually analyzing the Escrow account, a varying the charge Borrower for holding Bank, Lender shall apply the Funds to pay the Escrow items. Lender is such an institution or in any Federal Home Loan instrumentality, or entity (including Lender, if Lender is such an institution) or in an instrument whose holder is held in an institution whose deposit is insured by a federal agency.

The Funds shall be held in an account otherwise in accordance with applicable law. expenditures of future Escrow items or otherwise in account, except as follows:

U.S.C. § 2601 et seq. (HESPA), unless another, it applies to the Funds sets a lesser amount. If so, account under the Federal Estate Settlement Records Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., unless another, it applies to the Funds sets a lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of lender may, at any time, collect and hold Funds. In an amount not to exceed the lesser amount. Lender maximum amount a lender for a federal, state, local mortgage loan may require for Borrowers' escrow called "Escrow items," Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are mortgage insurance premiums, (c) any sums payable to Lender, in accordance with early hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) ready instrument as a lien on the Property; (f) yearly leasehold payments or ground rents on the Property, if any; (g) sum ("Funds") for: (a) early taxes and assessments which may attach priority over this Security Borrower shall pay to Lender on the day monthly payments are due under the Note is paid in full. A sum ("Funds") for: (a) early taxes and assessments which may attach priority over this Security Borrower shall pay to Lender and Insurance. Subject to applicable law or to a written waiver by Lender,

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender,

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.

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 title to 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

AP# CERVAN, J5812496

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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 agreement 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, 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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FORM 3014 9/90
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
IS/CMDTL//0894/3014(0990)-L PAGE 4 OF 8

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.

8. Mortgage Insurance. If Lender required mortgagage insurance as a condition of making the loan between Borrower and Lender or applicable law. Borrower shall pay the premium for mortgage insurance and in accordance with any written agreement payable, until the requirement for mortgage insurance ends in effect, or to provide a loss Lender shall pay the premium required by Lender again becomes available and is claimed Lender required, at the option of Lender, if mortgage insurance coverage (in the amount and for these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payable under will be paid by Borrower when the insurance coverage is based to be in effect. Lender will be paid by Lender each month a sum equal to one-twelfth of the yearly mortgage insurance. Lender shall pay to Lender, if substantially equivalent mortgage insurance is not available, Borrower shall pay to Borrower of the mortgage insurance previously in effect, from an ultimate, to trigger insurance provided by Lender to be in effect, Borrower shall pay the premium required to obtain coverage substantially insurance in effect. Lender shall pay the premium required by Lender unless secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage required by Lender under agrees or ceases to be in effect, Borrower shall agree to other terms of payment, these insurance in effect, unless Borrower shall become additional debt of Borrower.

Any amounts disbursed by Lender under this Paragraph 7 shall bear interest at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 until the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Under this Paragraph 7, Lender does not have to do so.

any sums secured by a lien which has priority over this Security instrument, appearing in court, paying any damages attorney fees and entitling to recovery to make repairs. Although Lender may take action to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying forfeiture or to enforce laws of garnishment, such as a proceeding in bankruptcy, probable, for condemnation of Lender's rights in the Property, (such as a legal proceeding that may significantly affect agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the rights in the Property. If Borrower fails to perform the covenants and

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Paragraph 7, Lender shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence, if this Security instrument is on a leasehold, continuation until the loan evidenced by the Note, including, but not limited to, representations concerning information to Lender (or failed to provide Lender with any material information) in default if Borrower, during the loan application process, gave materially false or inaccurate shall also be in default if Borrower may otherwise impair the lien created by this Security instrument or other Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other provided in paragraph 16, by causing the action or proceeding to be dismissed, with a ruling that the Securitry instrument or Lender's security interest otherwise materially impaired by the judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in circumstances exist which are beyond Borrower's control. Borrower shall not damage or impair otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender resides within sixty days after the execution of this Security instrument to occupy the Application; leases/bonds. Borrower shall establish, and use the Property as Borrower's principal residence for the entire period of occupancy, unless Lender

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AP# CERVAN, J5812496

LN# 0005812496

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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- 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] _____ Legal IHDA 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. [Check applicable box(es)]

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

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.

21. **Acceleration; Remedies.** Borrower prior to acceleration following acceleration under paragraph 17 unless applicable law provides otherwise, shall give notice to Borrower of any covenant in this Security instrument or agreement (but not prior to acceleration) which violates paragraph 20, "Hazardous Substances" as defined as toxic or 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.

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 petroleum products or any agency or regulatory authority having the power to promulgate, if Borrower learns, or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affects the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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 government or regulatory agency or 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 government or regulatory authority, that any removal or other remediation of any Hazardous Substance affects the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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AP# CERVAN, J5812496

LN# 0005812496

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

Witnesses:

<u>Jose A. Cervantes</u>	(SEAL)
Jose A. Cervantes	-BORROWER
<u>Maria A. Cervantes</u>	(SEAL)
MARIA A. CERVANTES	-BORROWER
	(SEAL)
	-BORROWER

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS

, COOK

County:

I, the undersigned
hereby certify that
Jose A. Cervantes AND MARIA A. CERVANTES, HIS WIFE

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

Given under my hand and official seal, this 11th day of September, 1998

My commission expires:

OFFICIAL SEAL

KATHLEEN FARRAR

Notary Public, State of Illinois

My Commission Expires 04/17/00

Notary Public

This instrument was prepared by: Dolores Iwanski

Address: 12 Salt Creek Lane, Suite 106
Hinsdale, IL 60521

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LOT 2 (EXCEPT THE EAST 10 FEET THEREOF) AND THE EAST 20 FEET OF LOT 3 IN BLOCK 3 IN HARLEM HEIGHTS, BEING A SUBDIVISION OF OUT LOT 2 IN CANAL TRUSTEES SUBDIVISION OF THE NORTH 1/2 AND THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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