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AFTER RECORDING RETURN TO:

TEMPLE-INLAND MORTGAGE CORPORATION
1100 31st Street, Suite 100
Bowers Grove, IL 60515

98244570

1998-03-30 13:08:36
Cook County Recorder 4650

LOAN # 1044488

Prepared by:

Linda Coyne

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **March 23, 1998** . The mortgagor is
FRANCISCO MUÑOZ AND
MARIA ROA HUSBAND AND WIFE a.k.a MARIA MUÑOZ , I/A

("Borrower"). This Security Instrument is given to
Temple-Inland Mortgage Corporation
, A Corporation

which is organized and existing under the laws of **NEVADA** , and whose
address is **1300 South Mopac Expressway, Austin, TX 78746**
(Lender). Borrower owes Lender the principal sum of

ONE HUNDRED FORTY ONE THOUSAND & 00/100

Dollars (U.S. \$ 141,000.00).

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 **April 1, 2028** . 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:

All that tract or parcel of land as shown on Schedule "A" attached hereto
which is incorporated herein and made a part hereof.

NETCO INC.
415 N. LaSalle, Sto. 402
Chicago, IL 60610

ECL05707

Purcel ID #: **19-02-126-009-0000**

which has the address of **4627 S. TRUMBULL AVENUE** **CHICAGO** **(Street, City),**
Illinois **60632** **(Zip Code) ("Property Address");**

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM

INITIALS: **F.M.MR** INSTRUMENT Form 3014 9/90
AMENDED 5/91
VMP - 68 (IL) (9008)



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LOAN NO: 1144488

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.

UNIFORM 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 and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security 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 when due, 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 monthly payments, at Lender's sole discretion.

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.

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8. After further research it is clear that most of the security issues can be resolved by using secure communication protocols such as SSL/TLS. It is also recommended to use strong encryption algorithms like AES-256 for sensitive data storage and transmission. Additionally, two-factor authentication should be implemented for all user accounts to prevent unauthorized access.

Any anomalies dispersed by Leander under his command were quickly detected by Horroower secured by this Security measure.

Unilateral transfer of funds, or otherwise, from one entity to another, may affect the financial position of the group. It is important to understand the nature of the transaction and its impact on the financial statements.

Unlikely, Lender will borrow money to repair or replace it. If the repair is economically feasible and Lender's security is not lessened, if the restoration or replacement is dramatically less than the original value of the property, or if the repair is reasonably necessary to restore the property to its original condition, then Lender may call upon the insurance proceeds to repair or replace the property. Lender may also use the proceeds to repair or replace the property, or for other expenses related to the property.

All insurance policies and renewals shall be acceptable to Landor and shall include a standard nonnegligible clause. Landor shall have the right to void the policies and renewals, if Landor receives premiums shall promptly give to the insurance carrier and Landor premium and renewals, in the event of loss. Landor will give prompt notice to the insurance carrier and Landor, Landor may make good of loss if not made recoverable by Barracuda.

5. **Fire hazard or Property Insurance.** Borrower shall keep the property insured now existing or hereafter created on the property for insurance. Borrower shall include within the policy all risks of fire and lightning damage, theft, robbery, and conversion, as well as all other risks which may be reasonably required by Lender.

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MP-BRIL (1968)

Form 3014 9/90

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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 given effect, without the conflicting provision. To this end the provisions of this Security instrument shall have the effect of Note if given effect, without the conflicting provision. To this end the provisions of this Security instrument shall have the effect of Note if given effect, without the conflicting provision.

14. Notices. Any notice to Boardower provided for in this Section shall be given by delivery in or by mailing to Boardower's principal place of business at 1000 University Street, Seattle, Washington 98101, or to such other address as Boardower may designate in writing.

13. **Lien Charges.** If the loan is secured by the security instrument is subject to a lien which exists in addition to the original mortgage, the creditor will be entitled to a partial prepayment without any prepayment charge. Borrower, if a regular reduction reduces principal, the reduction will be treated as a partial prepayment without charge. Lender may choose to make this refund by reducing the principal owed under the Note or by making a "direct payment" to the Boardowner. Any sums already collected from Boardowner which exceed permitted prepayment limits will be refunded to Boardowner. permitted limits; and (b) any sum collected from Boardowner which exceeds permitted prepayment limits will be refunded to Boardowner.

12. Successors and Assignees in General Liability; Joint and Several Liability; Contribution and Recoupment of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this 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; (b) is morally bound to make good on the note; (c) is personally liable under the terms of this Note which is Borrower's consent.

11. **Borrower Not Relieved:** Forbearance by Lender Not a Waiver. Extension of the time for payment of nondelinquent sums due or unpaid under the promissory note or other obligation does not affect the enforceability of any provision of the note or agreement that purports to limit or eliminate the liability of the borrower for any amount due or unpaid.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make sums set forth in any of this section, including without regard to the sum due:

In the event of a total taking of the Property, which any accas shall be applied to the summa secured by this Security instrument, whether or not then due, with any proceeds shall be applied to the event of a partial taking of the Property in which the instrument was created; or before the taking is equal to or greater than the amount of the summa secured by this Security instrument, before the taking is equal to or greater than the amount of the summa secured by this Security instrument.

10. **Cumulative Action.** The proceeds of any award or claim for damages, direct or consequential, in connection with the conduct of any other action or proceeding, or for conspiracy in lieu of contribution, are hereby assignd and shall be paid to []

9. **Liaison function.** Leander or his agent may make reasonable efforts upon and inspections at the Property. Leander shall give

playaway may have many uses but one of the most important is to encourage, if the opinion of Leander, in the same outcome and for the protection of Borrowser or Borrowser's wife.

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21. Acceleration of Remedies. Under such five notice to Borrower prior to acceleration of all or any payment or provision of this Security Instrument (but not prior to acceleration under paragraph 17 unless 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 defaulter; (b) the amount defaulter is due, not less than 30 days from the date the notice is given to Borrower); (c) which the defaulter must be cured; and (d) that failure to cure the defaulter on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument by judgment proceeding and sale of the property. The notice shall further state that failure to cure the defaulter on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument by judgment proceeding and sale of the property.

NON-UNIFORM COVARIANTS. BORROWED AND LENDED FURTHER COVARIANTS AND ANGREGES AS FOLLOWS:

Barro power shall promptly file a complaint under written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the violation of the provisions of the Environmental Law.

20. If mandatory Subsidiaries, Borrower shall not cause or permit the processing, use, disposal, or release of any hazardous Substances or in the property, Borrower shall not engage in any activity that may reasonably be expected to result in a violation of any environmental law. The preceding will not apply to the presence, use, or storage on the part of Subsidiaries that are generally recognized to be appropriate to normal residual uses

19. **Note of Notes** 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 "Latin Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or as the "Latin Servicer" that collects monthly payments due under the Note and this Security Instrument. The note 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 "Latin Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of title to the Latin Servicer and the address to which payments should be made. The notice will also contain any other address of the new Latin Servicer and the address to which payments should be made. The notice will also contain any other address of the new Latin Servicer and the address to which payments should be made. The notice will also contain any other address of the new Latin Servicer and the address to which payments should be made. The notice will also contain any other address of the new Latin Servicer and the address to which payments should be made.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note is still provide a period of no less than thirty (30) days from the date notice is delivered or mailed within which Borrower must pay all sums accrued 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.

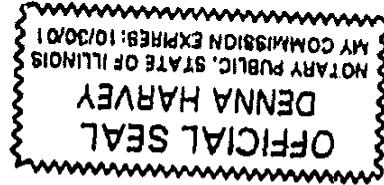
16. Borrower's Copy. Borrower shall be given one completed copy of the Note and of this Security Instrument.

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, in its option, require immediate payment in full of all sums secured by this instrument. However, this option shall be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument.

16. Borrower's Copy

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My Commission Expires:

Given under my hand and official seal, this 23rd day of December, 1998,
signed and delivered the said instrument as Subscribed and acknowledged before me this day in person, and acknowledged that,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
'personally known to me to be the same person(s) whose name(s)

RENE C. SOTO MURDOCK & MARIA A. ROA & K. A. MARIA MUÑOZ
a Notary Public in and for said county and state do hereby certify that
12/22/2002

Cook County, Illinois

STATE OF ILLINOIS,

Borrower
(Seal)Lender
(Seal)

MARIA ROA a.k.a. MARIA MUÑOZ
MARIA ROA a.k.a. MARIA MUÑOZ
(Seal)

Borrower
(Seal)

FRANCISCO MUÑOZ

any rider(s) executed by Borrower and agrees to the terms and conditions contained in this Security Instrument and in
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 boxes(s):
- Admissible Rate Rider
 - Contaminum Rider
 - 1-4 Family Rider
 - Grandparent Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) (Specify)
 - VA Rider
 - Balloon Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

25. Whether or not homesteaded, Borrower waives all right of homestead exception in the Property,
without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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SCHEDULE "A" attached hereto

LOT 96 IN HINKAMP AND COMPANY'S 47TH STREET AND ARCHER SUBDIVISION IN SECTION 2,
TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS

parcel #: 19-02-426-000 0000

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 23rd day of March, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Temple-Inland Mortgage Corporation
A Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

4627 S. TRUMBULL AVENUE
CHICAGO, IL 60632

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Borrower's default together with Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

EF-CMB87 (0202)

Page 1 of 2
ELECTRONIC LASER FORMS, INC. • (312)283-8100 • (800)327-0645

5-49-6-914

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H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Francisco Munoz _____ (Seal)
FRANCISCO MUÑOZ
Borrower

Maria Roa a.k.a. Maria Munoz _____ (Seal)
MARIA ROA a.k.a. MARIA MUÑOZ
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

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