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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 17, 1998. The mortgagor is **ROBERTO GARZA,*** 4055 W. 26th St., Chicago, IL 60623 ("Borrower"). This Security Instrument is given to **ROMALDO CAMARENA,** of Chicago, IL ("Lender"). Borrower owes Lender the principal sum of One Hundred Six Thousand & 00/100 ***a married male**

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note") which provides for one lump sum payment due and payable on or before July 17, 1998. This Security Instrument secures to Lender: (a) the prepayment of the debt evidenced by the Note, with the interest, and all renewals, extensions and modifications; (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:

LEGAL DESCRIPTION:

LOTS 10 AND 11 IN BLOCK 2 IN MCMILLAN AND WESTMORE'S SUBDIVISION OF THE NORTH QUARTER OF THE EAST 1/4 OF THE SO. EAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

P.L.N. 16-27-406-001-0000

PROPERTY ADDRESS: 4055 WEST 26TH STREET, CHICAGO, IL 60623

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents and royalties and all 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 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.

2. Charges; Liens. Borrower shall pay all taxes, assessments, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

IF PAYMENT IS NOT MADE ON DUE DATE, THERE SHALL BE A 2% PENALTY FOR EACH MONTH THAT FINAL PAYMENT IS LATE.

3 Hazard Insurance. Borrower shall keep the improvements now existing and hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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.

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4. Preservation and Maintenance of Property, Leasehold. Borrower shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. Protection of Lender's Right in the Property; Mortgage Insurance. 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 to enforce laws or regulations), or there is an acceleration of the First Mortgage, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender rights in the Property.

6. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

7. 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 or there is an acceleration of the First Mortgage, 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 laws 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.

8. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument.

9. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Roberto Garza (Seal)
ROBERTO GARZA Borrower

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that ROBERTO GARZA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17TH day of APRIL, 1998.

Adelqui J. Boue
Notary Public

PREPARED BY:
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6447 WEST CERMAK ROAD
BERWYN, ILLINOIS 60402

"OFFICIAL SEAL"
ADELQUI J. BOUE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/22/2000