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1998-04-24 15:10:19

Cook County Recorder 33.50

RECORDATION REQUESTED BY:

Pinnacle Banc Group
Loan Operations Department
P.O. Box 1135
La Grange Park, IL 60525

WHEN RECORDED MAIL TO:

Pinnacle Banc Group
Loan Operations Department
P.O. Box 1135
La Grange Park, IL 60525

SEND TAX NOTICES TO:

Pinnacle Banc Group
Loan Operations Department
P.O. Box 1135
La Grange Park, IL 60525

[Space Above This Line For Recording Data] 7

This Mortgage prepared by: PINNACLE BANK
6000 W. CERMACK ROAD
CICERO, IL 60804

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 17, 1998. The mortgagor is MARTIN RODRIGUEZ, MARRIED TO MARIA M. RODRIGUEZ ("Borrower"). This Security Instrument is given to Pinnacle Bank, which is organized and existing under the laws of the United States of America and whose address is 6000 W Cermak Road, Cicero, IL 60804 ("Lender"). Borrower owes Lender the principal sum of Eighty Seven Thousand Five Hundred & 00/100 Dollars (U.S. \$87,500.00). 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 May 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:

LOT 36 IN BLOCK 11 IN CALVIN F. TAYLOR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1st AMERICAN TITLE order # CW121146

which has the address of 3725 S. 53RD CT., CICERO, Illinois 60804 ("Property Address") and the Real Property Tax Identification Number of 16-33-320-013;

ILLINOIS-Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90
(page 1 of 6 pages)

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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 defers 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. 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 payment 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

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8. Mortgagage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance previously paid 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 paid by Lender. In effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously paid by Lender, Borrower shall alternate mortgage insurance provided by Lender to one-twelfth of the yearly mortgage from an annual basis payable in advance to Lender. It substitutes annually equivalent mortgage previously paid by Lender to be in effect. Lender insurancce premium being paid by Borrower when the insurance coverage lapse 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 Lender. It substitutes annually equivalent mortgage insurance previously paid by Lender to be in effect. Lender insurancce premium being paid by Borrower shall pay to Lender a sum equal to the difference between the premiums reserved, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Lapse; etc., Lender or its agent may make reasonable entries upon and inspectioins of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifically resondable cause for the inspection. 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 conveynance in lieu of condemnation, are hereby assignd 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; a which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the fair market value of the Property immediately before the taking, unless Borrower makes an award or settle a claim for damages, or if, after notice by Lender to Borrower that the date to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of such notice is given, Lender is authorized to collect and apply the proceeds to Borrower's account of principal and interest of Borrower shall not be liable for the liability of the original Borrower or Borrower's successor in interest. Lender shall not render service to Borrower who has failed to pay the sums secured by this Security instrument, granted by Lender to any Borrower, in accordance with the terms of the Note and Security instrument, or to any Borrower in default 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.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of modificalion of amortization of the sums secured by this Security instrument granted by Lender to any Borrower or Borrower's successor in interest of Borrower shall not be a release to the liability of the original Borrower or Borrower's successor in interest. Lender shall not render service to Borrower who has failed to pay the sums secured by this Security instrument, granted by Lender to any Borrower, in accordance with the terms of the Note and Security instrument, or to any Borrower in default 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-aligener. The covenants and agreements that Lender and any other Borrower may agree to extend, modify, replace or make any accommodations Security instrument: (b) is not personally obligated to pay the sums secured by this Security instrument only to mortgagee, grant and convey that Borrower's interest in the Property under the terms of this Security instrument to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several, subject to the provisions of this Security instrument that do not affect the Note: (a) is co-signing this Security instrument only to Borrower who co-signs this Security instrument but does not execute the Note: (c) is co-signing this Security instrument only to mortgagee, grant and convey that Borrower's interest in the Property under the terms of this Security instrument to the provisions of Paragraph 17. Borrower's covenants and assignments of lender and Borrower, subject to the provisions of this Security instrument shall bind and benefit the successors of lender and Borrower.

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 is subject to the permitted limits, then: (a) any such loan charges shall be limited to the amount necessary to reduce the charge beyond the permitted limit; and (b) any sums already collected from 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 is subject to the Note without any prepayment charge under the Note.

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FNMA/FHLMC MORTGAGE (Continued)

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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] | | |

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

Witnesses:

Martin Rodriguez

(Seal)

MARTIN RODRIGUEZ-Borrower

WAIVER OF HOMESTEAD EXEMPTION

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

* Maria M. Rodriguez

MARIA M. RODRIGUEZ

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(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ssCOUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared MARTIN RODRIGUEZ, MARRIED TO MARIA M. RODRIGUEZ, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. * AND MARIA M. RODRIGUEZ

Given under my hand and official seal this 17th day of APRIL, 19 98.

By _____ Residing at COOK COUNTY

Notary Public in and for the State of ILLINOIS

My commission expires _____

ALISA LAMACKI
Notary Pub.
My Commission Expires April 1999

Fixed Rate, Installment.
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