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SIN 43912

611823-6

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 01, 2002,  
1987. The mortgagor is EMILIO GUERRERO and OLIVIA GUERRERO, HIS WIFE,  
("Borrower"). This Security Instrument is given to FIRST NATIONAL  
BANK OF CICERO A NATIONAL BANKING ASSOCIATION, which is organized and existing  
under the laws of UNITED STATES OF AMERICA, and whose address is 6000 WEST CERNAK  
ROAD, CICERO, ILLINOIS 60650 ("Lender").  
Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100THS,  
Dollars (U.S. \$ 60,000.00). 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 JULY 01, 2002. This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with 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 TOWN OF CICERO COOK County, Illinois:

**LOT 6 AND THE SOUTH 8 FEET OF LOT 7 IN DAVID MORRIS SUBDIVISION OF LOT 7 IN BLOCK  
10 IN MANDELL AND HYMAN'S SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  AND THE  
WEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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which has the address of 1439 South 59th Court,  
[Street]  
Illinois 60650 ("Property Address");  
[Zip Code] Cicero,  
[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock 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 COVENANTS that Borrower is lawfully seised 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.

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I, the undersigned, do hereby certify that ERILIO GURRERO and OLIVIA GURRERO, HIS WIFE, are personally known to me to be the same person (s), whose name (s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

|  |   |
|--|---|
| <p><b>STATE OF ILLINOIS.</b></p> <p>..... <b>COOK</b> ..... <b>County ss:</b></p> <p>..... <b>[Space Below This Line for Acknowledgment]</b></p> | <p><b>OLIVIA GUERRERO</b><br/>X</p> <p><b>OLIVIA GUERRERO</b><br/>X</p>             |
| <p>..... <b>OLIVIA GUERRERO</b><br/>X</p> <p>..... <b>OLIVIA GUERRERO</b><br/>X</p>  | <p>..... <b>OLIVIA GUERRERO</b><br/>X</p> <p>..... <b>OLIVIA GUERRERO</b><br/>X</p> |
| <p>..... <b>(Seal)</b></p>   | <p>..... <b>(Seal)</b></p>  |
| <p>..... <b>—Borrower</b> .....</p>  |   |

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

- Adhesostatic Brake Rider
- Condominium Rider
- Grandfathered Pygmy Rider
- Planned Unit Development Rider
- 2-4 Family Rider
- Other(s) [Specify] \_\_\_\_\_

23. If one or more of the riders are executed by Borrower and recorded together with this Security Instrument, if one or more of the co-signers dies, the survivors shall be liable for the obligations of the deceased co-signer(s) under this instrument.

21. 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 recording costs.

The Promised Receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those parts of the Property which are not limited to paying the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

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

19. ACCEPTATION OF REMEDIES. Lender shall have notice to Borrower prior to acceleration following Borrower's

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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.

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.

**10. 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.

**11. 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.

**12. 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 take 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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 conflicts with applicable law, such conflict shall not affect 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.

**16. Borrower's Copy.** Borrower shall be given one conformed 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, 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 had no acceleration 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 paragraphs 13 or 17.

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Lender may take action under this Paragraph 7, Lender does not have to do so.

free title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property: Borrower fails to perform the covenants and agreements contained in this Security Agreement, or there is a legal proceeding filed by a third party against the property, Lender may file a suit in the appropriate court, paying reasonable attorney's fees and costs and attorney's fees and costs in the defense of 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 attorney's fees and costs and attorney's fees and costs in the defense of the property. Lender's rights in the property may be exercised by a lien which has priority over this Security instrument, fees and costs and attorney's fees and costs in the defense of the property. Allthough

6. Preservation and Alternative of Property; Leasesholds. Borrower shall not destroy, damage or sublease any part of the property, all or any portion thereof, without the prior written consent of Lessor.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not exceed or postpone the date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments. If under paragraph 19 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 the extent of the sums secured by this Security interest.

Borrower waives demand notice and agrees to pay Securitly Instruments, whether or not there due. The 30-day period will begin when the notice is given.

Under and Darrow otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not there has been damage to the property within 90 days of the date of loss.

All insurance policies and renewals shall be renewable to Leader and shall include a standard mortgage clause.  
Leader shall have the right to hold the policies and renewals until payment in full is made by Borrower.  
All receipts of paid premiums under may make proof of loss if not made promptly by Borrower.

Borrower shall pay directly to Lender all amounts due under this Agreement, and to Lender all amounts due under the Note, and to Lender all amounts due under the Security Agreement, and to Lender all amounts due under the Promissory Note, and to Lender all amounts due under the Second Mortgag.

**3. Application of Amendments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under Note; third, to amounts paid by a under paragraph 2; fourth, to interest due; and last, to principal due.

amount due at maturity, to make up the deficiency in one or more payments as required by Lender.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to maturity of the note, exceeds the amount of the escrow items, such excess shall be paid by Lender to Borrower.

The Funds shall be held in an institution the depositors or accountants of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not hold and applying the Funds, analyzing the account or verifying the escrow items, unless less than one month after holding the Funds, and applying the Funds to pay the escrow items.

2. Funds for taxes and insurance. Subject to appropriate deduction to a width which may be due under the Net, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly bases of current data and reasonable estimates of future escrow items.

### **1. Payment of Principal and Interest; Preparation and Late Charges.**