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# UNOFFICIAL, COPY4 6 DOCUMENT NO.

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PRESENT PARTIES IN INTEREST:	
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This Instrument Was Prepared By: DAWN SCOTT

When Recorded Mail To

FIRST NATIONWIDE BANK A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450 3898146

(Space Above This Line For Recording Dala)

DOC. 020

#### MORTGAGE

JULY 19, 1990 THIS MORTGAGE ("Security Instrument") is given on The mortgagor : SERAFIN N. GONZALEZ, JR. AND VERONICA JOAN GONZALEZ, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK under the laws of THE UNITED STATES OF AMERICA which is organized and existing , and whose address is 700 MARKET STREET, SAN FRANCISCO, CA 94102 ("Lender"). Borrower owes Lender the principal sum of

SIXTY THREE THOUSAND AND 00/100

Dollars (U.S. \$ \* \* \* \* \* 63.000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Laterment ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 01 2020 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, a to 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 lote. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

THE WEST 62.5 FEET OF LOT 20 IN BLOCK 5 IN NORTHBROOK PARK, A SUBDIVISION OF THE NORTH 1/2 OF LOTS 1 AND 2 AND THE NORTHEAST 1/4 OF LOT 3 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MEFIDIAN, ACCORDING TO PLAT RECORDED APRIL 25, 1946 AS DCOUMENT 13777492 AND RE-RECORDED JUNE 6, 1946, AS DOCUMENT NUMBER 13813733, IN COOK COUNTY, ILLINOIS. CATS OFFICE

04-16-216-029 PIN.

which has the address of

2244 FARNSWORTH LANE NORTHBROOK, IL 60062-0000

("Property Address"):

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 heroafter 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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Uniform Covenants, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Propayment 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") 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 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts 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. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds

and applicable law permits Lender to make such a charge.

A charge assessed by the Lender in connection with Borrower's entering into this Security Agreement to pay the cost of an

independent tax reporting service shall not be a charge for purposes of the preceding sentence.

Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

required by Lender.

Upon payment in full or a forms secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lander any Funds held by Lender at the time of application 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable

under Paragraph 2; fourth, to interest due; and iast, to principal due.

4. Charges; Liens, Borrower shall pay all laxes, assessments, charges, tinos 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 those payments

directly. Borrower shall promptly furnish to Lender receipte syldencing the payments.

Borrower shall promptly discharge any lien which has p iority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner receptable 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 forfeiture of any part of the Property; 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 Park 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 Insurance. Borrower shall keep the improvements now existing criteriate receted on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other haze the 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 Lendor's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a tendard 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 end I ender. 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 contention 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 sur is secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property of fees 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 to 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 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 Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds, 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 morge unless Lender agrees to

the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance, If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly at set Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation 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 atterney's 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 Lender to Borrower requesting payment.

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### RIDER TO SECURITY INSTRUMENT

DOC. 022

This Security Instrument Rider is attached to and made a part of a Security Instrument (Doed of Trust, Mortgage or Deed to Secure Debt) dated JULY 19, 1990 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Socurity Instrument, Borrower and Lender further covenant and agree as follows:

#### A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest meets the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender, and assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provisions:

#### "3. INTEREST RATE ADJUSTMENTS

#### (A) Definitions

"INDEX" MEANS THE WEEKLY AVERAGE VIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD. IN THE EVENT SUCH INDEX IS NOT AVAILABLE, INDEX SHALL MEAN A SUBSTITUTE INDEX SELECTED BY NOTE HOLDER IN COMPLIANCE WITH FEDERAL LAW. "CURRENT INDEX" MEANS THE INDEX VALUE MADE AVAILABLE BY THE FEDERAL RESERVE BOARD 45 DAYS PRIOR TO EACH CHANGE DATE.

"MARGIN" The Margin is 3.0000%.

"FULLY INDEXED RATE" is the sum of the applicable Index when plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFTH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Charge Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

#### (B) INTEREST RATE ADJUSTMENTS:

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follows. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in Section 3(A) above, to the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one eighth of one

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percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single percent from the rate of interest in effect during the preceding Change Date by more than TWO months. The Interest Rate will never be more than 14,500 %. It will never be less TWELVE than 5% bolow Initial Interest Rate. The fact that the Note Holder may not have invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

#### "4. **PAYMENTS**

(C) Amount of Monthly Payments. Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the canaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOr, Borrower has executed this Security Instru	ment Rider,
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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 condomnation, 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 'tot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the summedian by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of 'no 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 round, of any domain made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any righter remody shall not be a waiver of or proclude the exercise of any right or remedy.

Lender in exercising any right or remody shall not be a waiver of or preclude the exercise of any right or remody.

11. Successors and Assign: Bound; Joint and Several Liability; Cosigners. 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 join and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is cosigning this Security Instrument of the Property under the terms of this Security Instrument; (b) is not personally of the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, softly, 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 Barrower which exceeded pirmitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or or making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any piepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactrient 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 given by directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by directed to the Property Address or any other address by notice to Lender. Any notice to Lender shall be given by directed to the Property Address 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 sev. 2019.

16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Socurity 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 percon) 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 in Figure 1.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a reriod 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 Society 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 atterney's 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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Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 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 19, including but not limited to, reasonable attorney's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the ronts of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums

secured by this Security Instrument

charge to Borrower, Scar were 22, Waiver of Housest	ment of all sums shall pay any rec lead. Borrower v irity Instrume agreements of ei	cordation costs. vaives all right of ho int. If one or more ri ach such ridor shall	urity Instrument, Londer mestead exemption in the ders are executed by Borr be incorporated into and a t of this Security Instrum	Property. owor and recorded togell shall amend and supplem	her with this Securit ent the covenants an
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in any rider(s) executed by B	Ottomet gun tec	cort ba with it.			
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PERSONS WHOSE NAMES AT	RE SUBSCRIBE	D TO THE FORE	GOING INSTRUMENT,	APPEARED BEFORE	ME THIS DAY
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# **UNOFFICIAL COPY**

Submitted by

Address

Address

Address

Address

Address

Notified

Deliver certil. to

Address

Notified

RITANI

RITANI

RESIDENT

RELIGION

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GREATER ILLINOIS

GTI WETSH

TITLE COMPANY

BOX 116

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