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Deed Book 1821, Page 1815, Block A, Room 20008  
 Dearborn Title Co., Inc.  
 1821 B. H. & Ks Rd.  
 Rolling Meadows, IL

3912578

CAROL MUSCLE OF TILLIS

REGISTRAR OF TILLS

1990 SEP 18 PM 2:27

Below this Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 18th 1990. The principal obligor is ~~CARMEN GUADALUPE RAMIREZ~~ AND ~~AC C.G.~~  
**CARMEN GUADALUPE RAMIREZ** AS DIVORCED NOT SINCE REMARRIED  
 And Andres I. Ramirez, a man never married). This Security Instrument is given to  
**CHEMICAL FINANCIAL CORPORATION**, which is organized and existing  
 under the laws of **ILLINOIS**, and whose address is  
 377 EAST BUTTERFIELD RD., #175, LOMBARD, ILLINOIS 60148 ("Lender").  
 Borrower owes Lender the principal sum of **SEVENTY SEVEN THOUSAND SIX HUNDRED AND 0/100 Dollars (U.S. \$7,600.00)**. 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 ~~NOVEMBER 1 2020~~. 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 **COOK** County, Illinois:

**LOT FIFTEEN-----(15)**  
 IN W. H. ELDRED'S RESUBDIVISION OF LOTS ONE (1) TO FIVE (5) INCLUSIVE  
 AND TWENTY TWO (22) TO TWENTY SIX (26) INCLUSIVE IN W.H. ELDRED'S  
 BOULEVARD SUBDIVISION OF THE EAST ONE-HALF (1/2) OF THE EAST ONE-HALF  
 (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4)  
 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN.  
 PERMANENT TAX #13-17-316-035

DTC-COY/158

which has the address of **116 N AUSTIN**

(Street)

**CHICAGO**

(City)

**Illinois**

**60634**

(Zip Code)

("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  
 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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Lender does not have to do so.

Instrumental Immediacy prior to the acquisition.

Unless I understand your power otherwisewise agree in writing, any application of proceeds to principal shall not exceed of from damage to the property in question which passes to the executors of the testator to the extent of the sum secured by his security under paragraph 19 the monthly payments referred to in paragraphs 1 and 2 of clause twelve inclusive policies resounding from damage to the property in question which passes to the executors of the testator to the extent of the sum secured by his security under paragraph 19 the monthly payments referred to in paragraphs 1 and 2 of clause twelve inclusive policies resounding

The property or to fully assume secured by this Security Instrument, whether or not then due. The security period will begin

Unleashed Leander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the reconstruction or repair is economically feasible or Leander's security would be lessened, if the insurance proceeds shall be applied to repair or replacement of the property damaged, insurance proceeds may collect the insurance proceeds. Leander may use the proceeds to repair or restore Borrower's property, or does not answer within 30 days, notice from Leander to the insurance carrier has offered to settle a claim, then Leander may collect the insurance proceeds. Leander may use the proceeds to repair or restore Borrower's property without notice or action by Leander, if the insurance carrier has applied to the insurance company for payment of the amount of not more than due, within 30 days, notice of excess paid to Borrower. If application to the insurance company for payment of the amount of not more than due, within 30 days, notice of excess paid to Borrower abounds the property, or does not answer within 30 days, notice from Leander to the insurance carrier has

All insurance policies shall be acceptable to Landlord and shall include a standard moratorium clause. Landlord shall have the right to hold the policies and renewals until payment in full is made. If there is a loss, Borrower shall give prompt notice to the insurance carrier and Landlord. Landlord may make proof of loss if not made promptly by Borrower.

of the 8½" ring of notecards.

**Barrower's authority** depends on his **Security Interim unless Barrower:** (a) receives a written warning to the payment of the obligation, accepted by the lessor in a manner acceptable to Lender; (b) contestants in good faith the lessor's or defendant's interlocutory injunction of the lessor's opinion adverse to Lender; (c) or defers an appeal of the injunction until the lessor's appeal is decided.

Note: Inherit, to illuminate property in undivided portions; to partition property among co-owners; to intercede and assist in disputes.

**3. Application of Regulations** Unless applicable law provides otherwise, all payments received by Lentek under the paragraphs above will be applied first, to late charges due under the Note second, to prepayment charges due under the Note third, and finally to principal.

one-wheeled paym ents or (a) yearly (taxes and assessments which may actually accrue to the property owner) plus security instruments; (b) yearly leasehold paym ents or (c) yearly property taxes (security instruments); (d) yearly mortgage insurance premiums on the property, if any. These items are called "accruing items." Landlord may estimate the funds due on the basis of current data and reasonable estimates of future accrual items.

- Payment of Principal and Interest; Prepayments and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the Note debited evidenced by the Note itself until such time as the Note is paid in full, and late charges due under the Note.
- Funds for Taxca and Neuquen.** 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

**UNIFORM COVENANTS.** Borrower and Lender covenant will and agree as follows:

**UNIFORM COVENANTS.** Borrower and Lender covenants with agree as follows:

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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 make 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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