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Form 3014 8/80  
DPS 1088  
RECEIVED  
TUESDAY, JULY 1, 1986

ILLINOIS-Bilingual Family-Friendly Mass-Friendly Mao UNIFORM INSTRUMENT  
VANU MORTGAGE / OAKWOOD - 1313133-8100 - MC01621-7381  
MAY 1981

Page 1 of 8

ILLINOIS 60103  
which bears the address of 1190 COUNTRYSIDE DRIVE, HANOVER PARK  
Shoreline City

07-31-207-032 (6)  
COOK COUNTY, ILLINOIS,  
COOK COUNTY, ON DECEMBER 18, 1994, AS DOCUMENT NUMBER 2187451, IN  
TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF  
41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING  
OF SECTION 32 AND THE SOUTHEAST QUADRANT (1/4) OR SECTION 30 (1/4) OF TOWNSHIP  
COUNTY, ILLINOIS, A SUBDIVISION OF PART OF THE NORTH EAST QUADRANT (1/4)  
HIGHLANDS UNIT NUMBER FOUR, VILLAGE OF HANOVER PARK, COOK  
THE WEST HALF (1/2) OF LOT FOUR (4) IN BLOCK TWENTY (20) IN HANOVER  
County, Illinois  
decreed, property located in COOK  
Security instrument and the Note for this purpose, Borrower does hereby acknowledge, has read and conveys to Lender the following:  
protest the security of this Security instrument and (c) the performance of Borrower, co-signer and Guarantor under this  
assignment and modification of this Note; (b) the payment of all other sums, with interest, advanced under this  
Security instrument according to Lender; (ii) the payment of all costs of collection, including attorney's fees, and all reasonable  
monetary payments, with the full debt, if not paid after due and payable on JANUARY 1, 2007  
This debt is evidenced by Borrower's note dated the same date in the Security instrument ("Note"), which provides for  
which is organized and exists under the laws of STATE OF IOWA  
DEES MOINES, IOWA 50309  
address is 206 6TH AVENUE-EUITE 101  
and whose  
AND 00/100  
Dollars (U.S. \$ 48,00.00 )  
FOR MY RICHT THOUSAND  
DEES MOINES, IOWA 50309  
which is organized and exists under the laws of STATE OF IOWA  
4018665

("Borrower"), The Security instrument given to  
MIDLAND FINANCIAL MORTGAGES, INC.

AND MARIA E. CASTANEDA, HUSBAND AND WIFE  
JESUS CASTANEDA  
THIS MORTGAGE ("Security Instrument") is given on DECEMBER 10, 1991  
, The mortgagor is  
5998165

2005-22739

## MORTGAGE

(Please check this line for recording data)

CAROLYN TORRENS  
REGISTRATION NUMBER 4018665  
1991 DEC 16 AM 9:58  
4018665

Prepared by:	Address:	Address:	Deed to:	Delivery to:	Submitted by:	Address:	Address:	Deed to:	Delivery to:
LIBERTY SHAFER	4018665	4018665	SCHAMBURG, ILLINOIS 60173-4273	WALDEN OFFICE, SUARE-EME, 555	MIDLAND FINANCIAL MORTGAGE, INC.	4018665	4018665	4018665	4018665

11/14/91 TORRENS  
RECEIVED  
TUESDAY, NOVEMBER 14, 1991  
4018665

ILLINOIS COOK COUNTY CLERK'S OFFICE

9/15/00

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

**UNIFORM COVENANTS.** 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 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines 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 these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 defends 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.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**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 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 payment referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. 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.

**12. 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.

**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 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.

**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.

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Form 3014 D/B/C

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• AMD •

Form 3014 9/90  
DPS 1081

8. Major liability insurance. If Lender receives a claim for payment resulting from damage to machinery or equipment as a consequence of striking the loan account by this Securitization, Borrower shall pay the premium required to be in effect, Lender shall pay the premium required to be in effect, Lender will accept these payments as a loss reserve in lieu of moratorium insurance. Loss reserve

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 at the rate of disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding

7. Protection of Leander's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Leander's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture of to enforce laws of regulations), then Leander may do and pay for whatever is necessary to protect the value of the Property and Leander's rights in the Property under this paragraph regardless of any sums received by a lien which has priority over this Security Interest, excepting in court, paying immediate payment of the amount due under this paragraph. Although Leander may file a motion under this paragraph to quiet title, Leander will not bring suit against Borrower.

6. Ownership, Preservation, Administration and Protection of the Property; Borrower's Loan Application; Lender's  
Borrower shall occupy, establish, and use the Property as Borrower's principal residence without notice after this  
Security interest terminates to occupy the Property as Borrower's principal residence for at least one year after  
the date of occupancy, unless Lender gives notice in writing, which notice agrees in writing, which consent shall not detract, or unless  
extenuating circumstances exist which are beyond Borrower's control, Borrower shall not detract, damage or impair this  
Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any failure  
to pay or prepay, whether civil or criminal, is shown that in Lender's judgment could result in forfeiture of the  
Property or otherwise materially impair the lien created by this Security interest. Lender may  
foreclose or otherwise mitigate liability under the terms of this Agreement or Lender's security interest, Borrower may  
not be liable for any costs or expenses incurred by Lender in connection with the enforcement of the  
lien created by this Security interest, provided that Lender's costs and expenses do not exceed the amount of the  
loan advanced by Lender to Borrower.

possibly due to the nature of the non-nitrided flywheel material referred to in paragraph 1 and 2 of chapter 1 and 2 of the primary analysis. It underlines the importance of the properties of the material used by Landauer, Borowczyk and Rügge in any future measure proposed regarding the removal of the flywheel.

Under normal circumstances, if the reparation or repair is economic it will be levied and Lender's security is not released. If the reparation damage, if the reparation or repair is economic it will be levied and Lender's security is not released. If the reparation or repair is not economically feasible or Lender's security would be breached, the insurance proceeds will be applied to the sum received by this Section, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be accepted to render regular Borrower a full insurance coverage under Lender.

5. Hazard or Property Insurance. Borrower shall keep the insurance now existing or hereafter effected on the property insured to his by fire, burglary included within the term "extended coverage", and any other hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in full amount and for the period of time required by Lender to cover his interest in the property.

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23. Whenever of longitudinal, longitudinal waves in right of longitudinal excitation in the property,

21. Acceptability of acceleration instruments, Lender shall give notice to Borrower prior to acceleration of any covenant or provision in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; and (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 by the date specified in the notice will result in acceleration of the sum secured by this Security instrument, notwithstanding any provision to the contrary.

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 his reasonable costs.

retitle to **Healthcare, Study of Alternative Health Protection**.

A used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdictions where the property is located that

reliedentiai uses and to maintainence of the Property.

**20. Hiziridous Substances.** Borrower shall not cause or permit the presence, use, dispensal, storage, or release of any Hiziridous Substance, Borrower shall not cause or permit the presence, use, dispensal, storage, or release of any Hiziridous Substance or any other substance which is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hiziridous Substances that are generally recognized to be normal

19. Suite of Notes: Changes of Loan Service, The Note or its partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (know as the "Lessor Service") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Lessor Service prior to the date of the Note. If there is a change in the Lessor Service, the new Lessor Service and the notes to it will contain any other addresses of the new Lessor Service and the notes to it which payments should be made. The notice will also contain any other information necessary to make the new Lessor Service and the notes to it fully applicable law. The notice will state the name and address of the new Lessor Service and the notes to it which payments should be made. The notice will also contain any other information necessary to make the new Lessor Service and the notes to it fully applicable law.

18. Borrower's Right to Remodel. If Borrower violates any term contained in this instrument or fails to pay the principal or interest when due, Lender may apply to a court of law for judgment against Borrower for the amount of any deficiency left after sale of the property pursuant to any power of sale contained in this instrument. Lender may sue in its own name or in the name of Borrower for the amount of any deficiency left after sale of the property. This security instrument is not a negotiable 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 this notice is delivered or mailed within which Borrower must pay all sums secured by this security interest in full, without notice or demand, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by law.

17. Transfer of title to the property or a beneficial interest in Borrower, if all or any part of the property or any interest in it is held or transferred (or if a beneficial interest in Borrower is sold, or transferred and Borrower is not a natural person) without a prior written consent, lender may, at its option, require immediate payment in full of all sums received by lender, however, if a option shall not be exercised by lender it expires by operation of law as of the date

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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))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witness

JESUS CASTANEDA

(Seal)

Borrower

Witness

MARIA E. CASTANEDA

(Seal)

Borrower

(Seal)  
Borrower(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned  
county and state do hereby certify that  
JESUS CASTANEDA AND MARIA E. CASTANEDA, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) 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 therein set forth.

Given under my hand and official seal, this 3<sup>rd</sup> day of December, 1991.

My Commission Expires

KAREN S. POPKE  
Notary Public, State of Illinois  
My Commission Expires 3/14/93

Notary Public