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## MORTGAGE

2005-22740

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 10, 1991  
FEDERICO AGREDANO  
AND EVANGELINA AGREDANO, HUSBAND AND WIFE

The mortgagor is

(\*Borrower\*). This Security Instrument is given to  
**MIDLAND FINANCIAL MORTGAGE, INC.**

which is organized and existing under the laws of STATE OF IOWA  
address is 206 6TH AVENUE-SUITE 101  
DES MOINES, IOWA 50309  
FORTY THOUSAND  
AND 00/100

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 JANUARY 1, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,

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:

described property located in COOK County, Illinois.  
THE EAST HALF (1/2) OF LOT FOUR (4) IN BLOCK THIRTY (30), IN HANOVER  
HIGHLANDS UNIT NUMBER FOUR, VILLAGE OF HANOVER PARK, COOK COUNTY,  
ILLINOIS, A SUBDIVISION OF PART OF THE NORTH EAST QUARTER (1/4) OF  
SECTION 31 AND THE SOUTHEAST QUARTER (1/4) OF SECTION 30, TOWNSHIP  
41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING  
TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES  
OF COOK COUNTY, ILLINOIS, ON DECEMBER 18, 1964, AS DOCUMENT NUMBER  
2187451, IN COOK COUNTY, ILLINOIS.

07-31-207-031

which has the address of: **1186 COUNTRYSIDE DRIVE, HANOVER PARK**  
**Illinois 60103** (**Zip Code**) (\*Property Address");

[Street, City].

**ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

12AP-0-VL1 (9101)

UNIFORM INSTRUMENT  
UVR MONITORAGE FORMS : 13131202-8109 - (800)521-7221

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DPS 1089  
Form 3014 9/90

Initials: JM

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However, such prominently displayed messages may have a powerful influence over this segment of the population.

4. Categories: Friends, Borrower with bad credit, relatives/family, car/travel, utility and insurance companies to the property.

Third, to interest all the founders, to principal and legal, to any like changes due under the Note.

**3. Application of Punishments.** Unless applied to law providers otherwise, all punishments received by law under punishment

of the Proprietary, shall apply any Funds held by Landor at the time of liquidation or sale to a credit against the sums received by this Security Instrument.

Waiver of non-monetary payments, as defined in sole discretion.

If the Funds held by Leander exceed the minimum permitted to be paid by applicable law, Leander shall be accountable to Borrower for the amount of the Funds held by Leander exceeding the minimum required by law.

The Funds shall be held in an institution whose officers are insured by a general agency, or entirely *Escharow lenses*, *Lender* may not charge *Borrower* for holding and applying the Funds, usually *unjustly* *charging* the *escharow* *lenses*, *Lender* is such in *injunction*) or in any *Federal* *from loan* *Bank*, *Lender* shall supply the Funds to pay the *verifying* *the* *Escharow* *lenses*, *unless* *Lender*, *or* *permitted* *lender* *lender* to make such a charge for a one-time charge for an independent real estate tax *repartition* *service*, *however*, *Lender* may require to pay a one-time charge for a connection with this loan, *as* *applicable* *law* *provides* *otherwise*. Unless an insurance is issued by *Lender* in connection with this loan, *as* *applicable* *law* *provides* *otherwise* to pay all *expenses* *incurred* to be paid, *Lender* shall be required to pay *Borrower* any premium on the Funds, *applicable* *law* *requires* *lender* to pay *Borrower* any premium on the Funds, *applicable* *law* *requires* *lender* to pay *Borrower*, *however*, *lender* *is* *not* *obliged* *to* *pledge* *any* *security* *for* *all* *sums* *secured* *by* *this* *Security* *instrument*.

Understand the amount of funds due on the basis of current data and reasonable estimates of expenditures of future years or otherwise in accordance with applicable law.

Under no circumstances shall any amount of money so received be used for any purpose other than the promotion of the objects of the Fund.

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 due under the Note, until the Note is paid in full, a sum ("Funds") for: (i) yearly taxes and assessments which may attach over this Security instrument as a lien on the Property; (ii) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 amount of monthly insurance premiums. These items are collectively "Fees and Taxes".

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.

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform caveats for national use and non-uniform covenants with limited and will defend generally the title to the property against all claims and demands, subject to any encumbrances or record.

INSTRUMENTS: All of the foregoing is referred to in this Securitry instrument as the "Property".

**TO GET HER WITH THE IMPROVEMENTS** now or hereafter a part of the property. All improvements now or hereafter erected on the property, and all fixtures, appurtelements, and fixtures now or hereafter a part of the property, shall also be covered by this Security.

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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 payments 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 requires 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 liens 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, those 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required 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 in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage 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 Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. Borrower's Copy. Borrower shall be given one countermarked copy of the Note and of this Security Instrument.

15. **Statewide Law**. This Security Instrument shall be governed by law and the law of the state(s) in which the instrument is executed, which is determined by reference to the law of the state(s) in which the instrument is executed.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery, mailing it or by mailing

Preparation of charge under the Note.

(3) **Lawn Changes.** If the lawn is severely damaged by the *Severe* *lawn* *injury* *agent* it is subject to a loss which exceeds the maximum amount of coverage.

make any modification or additions with regard to the terms of this Security instrument as it is believed fit for whatever reason.

12. Subcontractors and Agents: Notwithstanding anything to the contrary in the Agreement, the Borrower may at any time during the term of the Agreement, enter into contracts with subcontractors and agents ("Subcontractors and Agents") for the performance of services or the supply of materials to the Borrower, which Subcontractors and Agents shall be subject to the same terms and conditions as the Borrower is subject to under the Agreement.

of the administration of justice was secured by the use of any remedy or redress.

11. The former Rector and Bursar and their wives agree by law, that the sum of £ 100 per annum or more for payment of the same for maintenance of the said institution

If the Proprietary is unclaimed by Borrower or if, after notice by Lender to Borrower that the condominium offers to make up Lender's deficiency in full and add up to the proceeds, in its option, either to reforeclosure or repossess of the property or to the same succeed by the Security interest in, whether or not then due.

10. (Conditioned upon, 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

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The preface is replete with references to the author's own experience in the field, as well as to his personal life and family history. The author's wife, Elizabeth, is mentioned frequently, and their son, Peter, is also a frequent visitor to the scenes of the author's research.

pay attention to any new developments as they arise.

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**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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a 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 (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the 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 jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 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 recording costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 3014 D/00

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DPS 1094

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Given under my hand and official seal, this 10th day of August, 1993  
free and voluntarily act, for the uses and purposes herein set forth.  
I, FEDERICCO AGREDANO, sign and deliver this instrument as THEIR  
personally known to me to be the same person(s) whose names subscribed to the foregoing instrument, appeared before

FEDERICCO AGREDANO AND EVANGELINA AGREDANO, HUSBAND AND WIFE  
county and state do hereby certify that  
a Notary Public in and for said  
, the undersigned

STATE OF ILLINOIS, COOK

County ss:

Borrower

[Signature]

Borrower

[Signature]

Borrower

[Signature]

Borrower

[Signature]

Borrower

[Signature]

BY SIGNING BELOW, BORROWER ACCEPTS TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND  
IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- |  |  |   |   |  |   |   |   |   |
|--|--|---|---|--|---|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Chan Tomlinum Rider | <input type="checkbox"/> 1-A Family Rider       | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> V.A. Rider            | <input type="checkbox"/> Second Home Rider   | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider        | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider |   |

(Check applicable boxes)

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.

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