

UNOFFICIAL COPY

0011097158

9111/0202 10 001 Page 1 of 8
2001-11-21 11:13:21
Cook County Recorder 35.00

Section:
Block:
Lot:

Prepared By:

Cullen & Dykman
100 Quentin Roosevelt Boulevard
Garden City, NY 11530
516-357-3700



0011097158

Record & Return by Mail To:

Kraft Foods FCU
777 Westchester Ave., Suite 101
White Plains, NY 10604-3528

HOME SECURED LOAN SUBORDINATE MORTGAGE

EDWARD NUNEZ a married man

3605 St. Louis Ave.
Chicago, IL 60618

SUBORDINATE MORTGAGE

This mortgage is made on 11/6/01, between the Borrower and Credit Union.

DEFINITIONS

Agreement- *means the Home Secured Loan Agreement (Note) signed by the Borrower in connection with this Mortgage.*

Borrower or You- *means each person who signs the Mortgage and Note.*

Credit Union- *means Kraft Foods FCU having a place of business at 777 Westchester Ave., Suite 101 White Plains, NY 10604-3528*

Mortgage- *this document will be called the Mortgage*

Property- *means the real property described in this Mortgage*

The Borrower is: **EDWARD NUNEZ** a married man

1220057

Box 370

ATGF, INC.

SS

UNOFFICIAL COPY

HOME SECURED LOAN SUBORDINATE MORTGAGE

TRANSFER OF RIGHTS IN THE PROPERTY

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this Property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced by the Credit Union in connection with this agreement and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

Twenty Thousand

and No/100 ----- (\$20,000.00)

The premises are or will be improved by a one or two family dwelling only.

PROPERTY BEING MORTGAGED

See Schedule "A" Attached

RIGHTS OF PRIOR MORTGAGES

The Credit Union's rights under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

Kraft Foods Federal Credit Union

PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and any other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage." The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested at any time during the life of the loan.

TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

11097158

UNOFFICIAL COPY

ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay the taxes due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may but shall not be required to, make the payments. The amount of these payments, shall be added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes as due, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

CARE OF THE PROPERTY

The Borrower will keep the Property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

SALE OR TRANSFER PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

- A) You engage in fraud or material misrepresentation in connection with the loan.
- B) You do not meet the repayment terms.
- C) Your action or inaction adversely affects the collateral or our rights in the collateral.

For example, if:

- 1) You become bankrupt or someone to whom you owe money sues you or tries to take your property by legal proceedings;
- 2) You default on your payments to the first mortgage lienholder;
- 3) You fail to pay all property taxes or other assessments, when due;
- 4) You take additional advances from the first mortgage lienholder without Credit Union consent;
- 5) You sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed;
- 6) You fail to maintain hazard insurance;
- 7) You fail to maintain the property;
- 8) A tax lien, mechanic's lien, judgement lien, or lis pendens is filed against the Property;
- 9) A partition or condemnation action is begun against the Property.

APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorneys' fees, Court costs and disbursements incurred by the Credit Union.

11097158

UNOFFICIAL COPY

ATG COMMITMENT FORM
Schedule A - Continued

OMC No.: 10392621

3. Legal Description:

The North 30 feet of the South 67 feet and 3/8 inches of Lots 18, 19 and 20 and the West 9 feet 6 inches of Lot 17 in the subdivision of Block 9 in Bickerdike's 2nd Addition to Irving Park, being a Subdivision of the West 3/4 of the South Half of the Northeast Quarter (except 1.27 acres in the Southeast corner thereof) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

✓ Commonly known as: 3605 North St. Louis Avenue, Chicago, Illinois 60618.

PERMANENT INDEX NUMBER: 13-23-228-016-0000

Property of Cook County Clerk's Office

11097158

Member No.
985

OMC
10392621



SIGNATURE OF ATTORNEY

UNOFFICIAL COPY

RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does not require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

ADDITIONAL SECURITY

See Rider Agreement if Applicable

NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to:

Kraft Foods FCU

777 Westchester Ave., Suite 101

White Plains, NY 10604-3528

or any other address the Borrower is notified of by the Credit Union.

CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

RECEIPT

The Borrower has received a completed copy of this Mortgage.

RELEASE

Upon payment of all sums secured by this Mortgage, the Mortgage shall be deemed satisfied and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

11097158

UNOFFICIAL COPY

HOME SECURED LOAN SUBORDINATE MORTGAGE

- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this mortgage.

Edward Nunez
EDWARD NUNEZ

State of Illinois

2 WITNESSES REQUIRED

County of Cook

By: [Signature]

On the 6 day of November 20 01, before me personally came

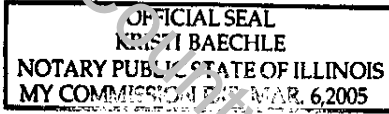
(Print Name) Thomas C. McGowan

EDWARD NUNEZ
to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

By: [Signature]

(Print Name) Tracy M. Koziol

Kristi Baechle
Notary Public



IN WITNESS WHEREOF, Borrower has executed this mortgage.

State of Illinois

2 WITNESSES REQUIRED

County of Cook

By: [Signature]

On the 6 day of November 20 01, before me personally came

(Print Name) Thomas C. McGowan

to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

By: [Signature]

(Print Name) Tracy M. Koziol

Kristi Baechle
Notary Public



- FOR RECORDING PURPOSES -

11097158

UNOFFICIAL COPY

UNIFORM FORM CERTIFICATE OF PROOF OF EXECUTION BY A SUBSCRIBING WITNESS

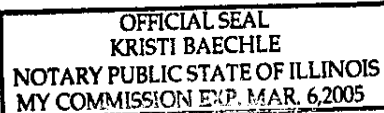
(Outside of New York State)

State, District of Columbia, Territory, Possession, or Foreign Country

Cook County, IL

On the 6 day of November in the year 2001 before me, the undersigned, personally appeared Edward Nunez the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she resides in Chicago, Illinois (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she know(s) Edward Nunez to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Edward Nunez execute the same; that said witness at the same time subscribed his/her name as a witness thereto; and that said subscribing witness made such appearance before the undersigned in Elk Grove Village, IL (Insert the city or other political subdivision and the state or country or other place in which the proof was taken.)

Kristi Baechle
(Signature and office of individual taking proof.)



11097158

UNOFFICIAL COPY

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Outside of New York State)

State, District of Columbia, Territory, Possession, or Foreign Country
County of Cook)ss.:

On the 6 day of Nov, in the year 2001 before me, the undersigned, personally appeared
EDWARD NUNEZ

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their capacity(ies) that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument, and
such individual made such appearance before me undersigned in the Elk Grove Village, IL
(Insert the city or other political subdivision and the state or country or other place the
acknowledgment was taken).

Kristi Baechle

Signature and office of individual taking acknowledgment



11097158