



E1038915

**MORTGAGE  
AVONDALE PRIME LOAN  
(Illinois)**

**INTERCOUNTY  
EXPRESS**

17

This Mortgage ("Mortgage") with power of sale is given this 8th day of December, 1998, by the Mortgagor, ~~ROCIO~~ <sup>SINGLE NEVER MARRIED</sup> HERNANDEZ and ~~ILMA~~ <sup>SINGLE NEVER MARRIED</sup> HERNANDEZ, AS JOINT TENANTS (herein "Borrower"), to the Mortgagee, Avondale Federal Savings Bank, its successors and/or assigns, a federally chartered savings bank, whose address is 900 S. Frontage Road, Suite 120, Woodridge, Illinois 60517 (herein, "Lender").

WHEREAS, Borrower and Lender have entered into an Avondale Prime Loan Agreement and Disclosure Statement (the "Agreement") dated the same date as this Mortgage, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance not to exceed \$19,500.00 (the "Maximum Credit Line") plus interest (finance charges) on the sums borrowed pursuant to the Agreement, payable at the rates and at the times provided for in the Agreement. As provided in the Agreement or after 8-Dec-2008 (the "Expiration Date") all sums outstanding under the Agreement may be declared due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by 8-Dec-2008 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, (including, without limitation, such future advances as are described in paragraph 10 hereof) with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender with the power of sale the

following described property located in the County of COOK State of Illinois:

Legal Description: See Exhibit "A" Attached As Page 7

Which has the address of 4049 N MONITOR AVE  
(herein "Property Address") CHICAGO IL 60634-

ABILMG(1/98)

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Initials RA AH



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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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property or of record on the date hereof.

COVENANTS Borrower and Lender covenant and agree as follows:

1. *Payment of Principal and Interest.* Borrower shall promptly pay when due without setoff, recoupment or deduction, the principal of and interest on the indebtedness incurred pursuant to the Agreement (including future advances), together with any fees and charges as provided in the Agreement.

2. *Application of Payments.* Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to fees and charges and interest payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

3. *Charges; Liens.* Borrower shall promptly pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by any title insurance policy insuring Lender's interest in the Property or of record on the date hereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by any title insurance policy insuring Lender's interest in the Property or of record on the date hereof; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. *Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval of Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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.







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assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. *Termination and Acceleration.* Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application, signature, information or statement furnished by Borrower to the Lender or to others in connection with the transactions contemplated by the Agreement is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. Lender shall give notice to Borrower prior to acceleration following Borrower's breach specifying (a) the default (b) the action required to cure the default (c) a date (not less than thirty days from the date notice is given to the 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 Mortgage, foreclosure by judicial proceeding or by advertisement and sale of the Property. If the default is not cured by the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding or by advertisement. If it becomes necessary to enforce or foreclose this Mortgage including by judicial proceeding or by advertisement, Lender shall be entitled to collect all expenses of collection, enforcement and foreclosure, including but not limited to reasonable attorneys' fees, court costs and costs of documentary evidence abstracts and title reports. Lender is authorized and empowered to grant, bargain and sell, release and convey the Property at public venue and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance in law, pursuant to statute.

18. *Assignment of Rents; Appointment of Receiver; Lender in Possession.* As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof 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 rents of the Property including those past due. All 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 attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. *Release.* Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage. To the full extent allowed by the provisions of applicable law, Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein.

20. *Waiver of Homestead.* Borrower hereby waives all rights of homestead exemption in the Property.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage

Rocio Hernandez  
ROCIO HERNANDEZ  
ROCIO

Irma Hernandez  
IRMA HERNANDEZ

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, THE UNDERSIGNED  
a Notary Public in and for said County, personally certify that the above named persons, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of DECEMBER, 1998.

Catherine Sanchez  
Notary Public

My Commission Expires



This instrument Prepared by and should be returned to:

Avondale Federal Savings Bank  
900 S. Frontage Road  
Suite 120  
Woodridge, IL 60517

Loan Number: 1500050024619

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