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85215205

This instrument was prepared by:

JAMES B. FISHER, JR.

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION

CHICAGO (Name)

1601 W. Belmont Ave., Chicago, IL 60657

(Address)

MORTGAGE

THIS MORTGAGE is made this 14th day of September, 1985, between the Mortgagor, **VIRGINIA DIAZ**, Divorced, and, wife, **ALICE A. DIAZ**, and the Mortgagee, **CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO**, a corporation organized and existing under the laws of the United States of America, whose address is 1601 West Belmont Avenue, Chicago, Illinois 60657 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ ***30,000.00***, which indebtedness is evidenced by Borrower's note dated September 14, 1985, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 1, 1993;

TO SECURE the repayment of the indebtedness evidenced by the Note, 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 herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 25 in Block 2 in McConal Brothers' Subdivision of the East Half of Block 7 in Canal Trustees Subdivision of the East Half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 1046 W. Diversey Ave., Chicago, IL 60614
P/R/E/T #14-29-228-025

R.P.

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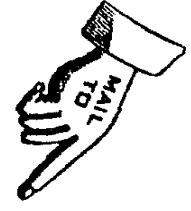
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which has the address of 1046 W. Diversey Ave., Chicago, Illinois 60614 (Street) (City)
Illinois 60614 (State) (Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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MAIL TO:

CENTRAL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CHICAGO
1601 W. Belmont Ave.
Chicago, IL 60657

-85-215295

CC - A - 66241243 • 10436 6-2-1980

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McComishion Express May 1, 1980

My Commission expires:

Notary Public

Given under my hand and official seal, this day of 1980.

I, MATELA B. FIGUEREDO, a Notary Public in and for said County and State, do hereby certify that
..... * * * * * VITRGINIA DIAZ, DIVO, CECI, AND, NOTE, STUCCE, REMASTERED * * * * *
..... personally known to me to be the same person(s), whose name(s) AB subscribed to the foregoing instrument
..... there, free voluntarily act, for the uses and purposes therein set forth.

MATELA B. FIGUEREDO
55 : 6 65 100 2
2 55 : 6 65 100 2
STATE OF ILLINOIS
County ss:
Cook
Borrower:

13 00 MAIL 3
BA

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST

AND FORCLOSURE UNDER SUPERIOR

REQUEST FOR NOTICE OF DEFAULT

Upon execution under Paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to charge to Borrower, Borrower shall pay all costs of recordation, if any.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account out for those rents actually received.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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10. Borrower Not Released; Forbearance By Lender. Notwithstanding the time for payment or modification or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to his Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof, specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. 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.

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, and fees assessed and shall be paid to the holder, or his assignee, in the event of any mortgage or other security agree-

The suspension period may be made of cause to be made reasonable entries upon and inspections of the property provided that such shall give the Boarder cause to inspect his property.

Nothing contained in this agreement shall require the vendor to incur any expense or take any action hereunder unless it is specifically agreed upon in writing by both parties.

Any amounts disbursed by Lender pursuant to this Article shall be paid to Borrower secured by this Mortgage, with interest thereon and Lender free to order payment upon notice from Lender to Borrower requesting payment thereof.

manitarian such insurmountable in effect until such time as the requirement for such insurance terminates in accordance with
Borrowers and Lenders written agreement or applicable law.

7. **Purchase of Lender's Securities.** If Borrower fails to perform the covenants and agreements contained in this Note, or if Borrower fails to pay the principal amount of principal, interest, and other amounts due hereunder, Lender, at Lender's option, may make such assignments, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interests. If Lender requires payment as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to

desegregation of securities regarding the planned unit development, the by-laws and regulations of the corporation and its development and subsequent developments.

Notice is mailed by Landender to Bertoower that the insurance carrier offers to settle a claim either to restore or to repair the property. Landender is authorized to collect and apply the insurance proceeds in Landender's option either to settle a claim or to insure the property.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender's written 30 days from the date of loss if not made promptly by Borrower.

The insurance carrier providing the insurance shall be chosen by the borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and endorsements thereof shall be in a form acceptable to Lender and shall include a standard nonwaiver clause in favor of and in a form acceptable to Lender shall have the right to hold the policies and nonwaivers thereunder, subject to the terms of any mortgagee, dead or trustee or beneficiary agreement with a lien which has priority over this Note.

5. Hazard Insurance. Borrower shall keep the property insurance now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "standard coverage", and such other hazards as lender may require and in such amounts and for such periods as Lender may require.

including borrowers' overreliance on credit, borrower's lack of understanding of the property which may affect a property over time assessments, and leasehold charges. Thus, and notwithstanding its potential to make payments easier, it may not be the best form of property investment.

Borrower under Paragraph 2 hereof, than to transfer such Note and then to the principal of the Note.

held by Leander at the time of application for the same succeeded by this mortgagee.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under prior to the sale of the Property is sold or the Property is otherwise acquired by Lender, any funds held by Lender shall apply, no later than in accordance with the terms hereof the Property or its acquisition by Lender, any funds held by Lender.

The Funds are pleased as additional security for the sums secured by this Mortgagor.

pay's Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of application for this Funds and applicable law permits that Lender shall give to Borrower, without charge, an annual accounting of

If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositor of accounts of which are dead or trust if such holder is an institution lender.

Lender of the basis of funds to Lender to provide insurance in any, an as reasonable estimate thereof. Borrower shall not be obligated to make premium payments for the benefit of Lender or to pay interest on such premium payments until the date when the amount of such premium payments plus principal and interest thereon has been paid by Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay monthly premiums of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Taxes") equal to one-twelfth of the yearly taxes and assessments of the property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium assessments, if any, which may attain priority over this Mortgage and ground rents on the planned unit development assessments, if any.

UNIFORM CONTRACTS FOR PURCHASE AND LEASE AGREEMENTS
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.