

UNOFFICIAL COPY

3 6 4 3 3 2 4
86436226

RECEIVED SEP 25 1986

1986 SEP 25 AM 11:22

86436226

14 00

(Space Above This Line For Recording Data)

PT 6-08-141
LOAN NO. 011737000

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 18, 1986**. The mortgagor is **NELSON LOPEZ AND CARMEN LOPEZ, HIS WIPE** ("Borrower").

This Security Instrument is given to **ST. PAUL FEDERAL BANK FOR SAVINGS**, which is organized and existing under the laws of the United States of America, and whose address is **6700 W. North Avenue, Chicago, Illinois 60635** ("Lender"). Borrower owes Lender the principal sum of

FORTY FIVE THOUSAND AND NO /100 Dollars (U.S. **45,000.00**)

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 **OCTOBER 1, 2016**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced

by the Note, with interest, and all renewals, extensions and modifications; (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:

THE SOUTH HALF OF LOT 20 AND ALL OF LOT 21 IN BLOCK 2 IN HARLEY'S ADDITION TO PENNOCK, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #13-34-220-019

alpj

MAIL TO
BOX 283

86436226

which has the address of ("Property Address"):

2111 N TRIPP AVE CHICAGO IL 60647

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 rights and stock and all 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 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

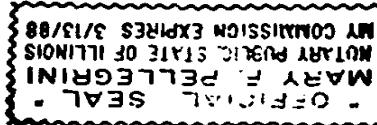
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

LOPES NEISON
011737000

MARY LOU DEE
MARY LOU DEE FEDERAL BANK
FOR SAVINGS
6700 W. NORTH AVE.
CHICAGO, IL 60635
ST. PAUL FEDERAL BANK

This instrument prepared by:



My commission expires:

Given under my band and official seal, this 18 day of April 1984
set forth.

signed and delivered the said instrument as here free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
John J. DeLisi personally known to me to be the same person(s) whose name(s) John J. DeLisi

do hereby certify that John J. DeLisi and Arthur Loppe
, a Notary Public in and for said county and state,
I, John J. DeLisi Undersigned
State of Illinois, County of Cook

Instrument and in any rider(s); executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Supplement and Agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Instrument, unless otherwise specified in the rider(s), including, but not limited to, receipt of fees, premiums on
costs of management of real property and collection of rents, including, but not limited to, receipt of fees, premiums on
the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
rider to the extent of redemption under paragraph 19 or abandonment of the property and then to collection of the rents of
the property received by Lender (in person, by agent or by judgment).
22. Waiver of Homestead. Borrower shall pay any recording costs.

Instrument without charge to Borrower, Lender shall release this Security
Instrument. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument, (Check applicable box(es))
 Other(s) [Specify] JOHN RIDER
 Grandfathered Day/Night Rider
 Planned Unit Development Rider
 Condominium Rider
 24 Family Rider

Instrument and in any period of time evidence.
21. Release. Upon payment of all sums secured by this Security
Instrument, the Security instrument may be released by Lender to the extent of all sums secured by this Security
Instrument without further demand and may require immediate payment by Lender shall be
entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited
to, reasonable attorney's fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time
prior to the expiration of any period of redemption under paragraph 19 or abandonment of the property and prior to the
date specified in the notice, Lender at its option may require immediate payment by Lender shall proceed by this Security
Instrument, after acceleration of the note to Borrower to collection and foreclosure. If the default is not cured before the
date of a default or any other defense of Borrower to acceleration and foreclosure, Lender shall be entitled to collect the
Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding the non-accrual
Security instrument, foreclose by judicial proceeding and sale of the property. The notice secured by this
failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this
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
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
any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17 unless
of any provision otherwise).
19. 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 paragraphs 13 and 17 unless
of any provision otherwise).

86436226

UNOFFICIAL COPY

8. **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.

9. **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, 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.

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

10. **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.

11. **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.

12. **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 sum 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.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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.

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 had no acceleration 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 paragraphs 13 or 17.

86436226

UNOFFICIAL COPY

Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirements for the reinsurance coverage insurance.

1. Payment of Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made by Lender, unless otherwise provided in the Note.

2. Funds for Taxes and Insurance. Subj ect to applicable law or to written waiver by Lender, Borrower shall pay to Lender, unless otherwise provided in the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may be levied on the day monthly payments are due under the Note; (b) yearly hazard insurance premiums or ground rents on the premises or fixtures which may be levied on the day monthly payments are due under the Note; and (c) yearly liability insurance premiums or fixtures which may be levied on the day monthly payments are due under the Note.

The Funds shall be held in an institution the depositor of which are insured of Funds payable prior to the date of maturity of the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall apply to the Note in the following order:

(a) principal due;

(b) amounts held by Lender in trust for payment of taxes and assessments;

(c) amounts held by Lender in trust for payment of taxes and assessments;

(d) amounts held by Lender in trust for payment of taxes and assessments;

(e) amounts held by Lender in trust for payment of taxes and assessments;

5. Hazard Insurance. Borrower shall keep the insurance over which he has priority over this Note in a manner acceptable to Lender, unless otherwise provided in writing to the payee of the Note.

Borrower shall pay the premium required to maintain the insurance in effect until such time as the Note is paid in full, or if the payee of the Note dies or becomes incapacitated, until such time as the Note is paid in full by his or her estate or other person entitled to it.

6. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall apply to the Note in the following order:

(a) principal due;

(b) amounts held by Lender in trust for payment of taxes and assessments;

(c) amounts held by Lender in trust for payment of taxes and assessments;

7. Disposition of Funds. Lender may sell or otherwise dispose of the funds held by Lender in trust for payment of taxes and assessments.

Lender may not charge for holding and applying the funds held by Lender in trust for payment of taxes and assessments.

8. State Agency. (including Lender if Lender is such an institution) the depositor of which are insured of Funds payable prior to the date of maturity of the Note.

9. Payment of Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made by Lender, unless otherwise provided in the Note.

10. Payment of Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made by Lender, unless otherwise provided in the Note.

11. Payment of Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made by Lender, unless otherwise provided in the Note.

UNOFFICIAL COPY

LOAN RIDER 5 4 3 3 2 2 0

LOAN NO.
DATE

011737000
SEPTEMBER 18, 1986

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

2111 N TRIPP AVE, CHICAGO IL 60647

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

Nelson Lopez _____
NELSON LOPEZ Borrower

Carmen Lopez _____
CARMEN LOPEZ Borrower

86436226

UNOFFICIAL COPY

mail To: Bortzoy
Dni, th ✓

Property of Cook County Clerk's Office