

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 20  
19 86 The mortgagor is VICTOR GARCIA AND SARAH GARCIA, HIS WIFE AND  
AUGUSTO GOMEZ AND CARIDAD GOMEZ, HIS WIFE  
("Borrower"). This Security Instrument is given to CAPITOL FEDERAL BANK FOR SAVINGS  
which is organized and existing under the laws of THE US OF A , and whose address is  
4011 NORTH MILWAUKEE AVENUE, CHICAGO, IL 60641 ("Lender").  
Borrower owes Lender the principal sum of

ONE HUNDRED TWELVE THOUSAND AND NO/100 Dollars (U.S.) 112,000.00 ). 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 NOVEMBER 1, 2001. 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:

LOT 6 AND THE NORTH HALF OF LOT 7 IN BLOCK 20 IN NORTH SIDE REALTY COMPANY'S DEMPSTER GOLF COURSE SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NUMBER: 10-23-210-045

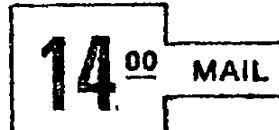
WS  
ALL

DEBT-01 RECORDING \$14.25  
T-44404 TRAM 0408 10/23/86 13:55:00  
#831 # ID \*--B6-456030  
COOK COUNTY RECORDER

which has the address of 8643 NORTH TRUMBEE

Illinois 60077 [Zip Code]

("Property Address");



KOKIE

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.

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prepared by: Cindy Buell

ATT: 60641 ATT: Cindy Buell  
4011 N. Milwaukee Ave.

CHICAGO, ILLINOIS BANK FOR SAVINGS

MAIL TO:

NOTARIAL PAPER CUTTING DATE: 09/09/2009  
ISSUED THIS DAY OF 2009  
IN COMPLIANCE WITH THE COMMERCIAL PAPER ACT OF ILLINOIS  
SOLI N. MILWAUKEE AVE.

1988 1988  
day of October 2009  
in front of Notary Public

GIVEN under my hand and official seal, this  
day of October, 1988

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
do hereby certify that  
Augusto Gomez & Ricardo Gomez, his wife  
Victor Garcia, SARAH GARCIA, his wife  
do hereby certify that  
a Notary Public in and for said county and state,  
County ss:

CARMELO GOMEZ  
Borrower  
(Seal)  
X AUGUSTO GOMEZ  
Borrower  
(Seal)  
X SARAH GARCIA  
Borrower  
(Seal)  
X VICTOR GARCIA  
Borrower  
(Seal)

Instrument and is my rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

Instrument, if one or more riders are executed by Borrower and recorded together with  
this Security Rider. If no rider is recorded, Borrower waives all right of homestead exemption in the Property.  
22. Rider or Homestead. Borrower shall pay any coordination costs.  
23. Rider. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument without recollection of rents, including late fees, and then to the sums secured by this Security  
Instrument including those past due. Any rents collected by Lender or the receiver's fees, premium on  
the Property shall be entitled to collect from Borrower, take possession of and manage the Property and to pay rent to the  
holder of the instrument of conveyance, by judicial or administrative action, by agent or by judicial  
process to the expiration of my period of redemption following judgment, sale, or other proceeding.  
24. Rider in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
that may be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph,  
Lender shall be entitled to collect all expenses incurred in the defense of any action of any kind proceeding  
against the holder of the instrument without further demand and may recover this Security Instrument in full of all sums  
secured by the holder of the instrument, Lender at its option may require immediate payment in full of all sums  
secured by the holder of the instrument, Lender or the receiver in the event it is not cured on or  
before the date specified in the notice of acceleration and the right to foreclose is given to Lender or the  
holder of the instrument, Lender after acceleration and the notice given to Borrower, by which the default must be cured;  
and (d) this failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
due; (e) a notice, not less than 30 days from the date the notice shall specify; (g) the action required to cure the  
notice specified below provides otherwise. The notice shall specify: (b) the default which the default must be cured;  
(b) any acceleration in the Security Instrument (but not prior to acceleration paragraphs 13 and 17  
hereof) of any amount or otherwise in the Security Instrument under paragraph 13 and 17

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:  
19. Acceleration. Whenever, Lender shall give notice to Borrower prior to acceleration following Borrower's  
breach of any provision of any agreement in the Security Instrument (but not prior to acceleration paragraphs 13 and 17  
hereof) of any amount or otherwise in the Security Instrument under paragraph 13 and 17  
hereof, Lender shall give notice to Borrower to accelerate following Borrower's  
failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured;  
and (d) this failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
due; (e) a notice, not less than 30 days from the date the notice shall specify; (g) the action required to cure the  
notice specified below provides otherwise. The notice shall specify: (b) the default which the default must be cured;  
(b) any acceleration in the Security Instrument (but not prior to acceleration paragraphs 13 and 17  
hereof) of any amount or otherwise in the Security Instrument under paragraph 13 and 17

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

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 are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **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 any other hazards 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.

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 19 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. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 to enforce laws 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.

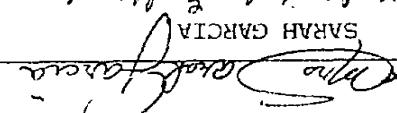
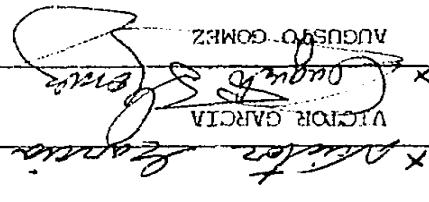
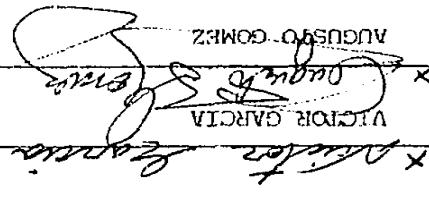
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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**UNOFFICIAL COPY**Form 3170 12/83  
MC 0502 CMULTISTATE 2-4 FAMILY RIDER - FNMA/FHLMC Uniform Instrument  
0 3 0 5 6 4 9 8

X AUGUSTO GOMES

<b>SARAH GARCIA</b>  (Seal)	<b>VICTOR GARCIA</b>  (Seal)	<b>CARIDAD GOMEZ</b>  (Seal)
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BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this 2-4 Family Rider.

Instrument

Interest shall be a breach under the Security Instrument and lender may invoke any of the remedies permitted by the Security instrument.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest or waives any default or invalidity of Lender or remedy of Lender. This assignment of rents of the Property shall not cure or waive any default or invalidity of Lender or remedy of Lender. Any application of rents shall not affect or impair Lender's rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower.

Borrower has not exercised any right under this paragraph F.

Lender has written demand to the tenant.

Renters of the Property and (iii) each tenant of the Property shall pay all rent due and unpaid to Lender or Lender's agent until payment in full is made to Lender.

of Lender only, to be applied to the sums secured by the Security Instrument; (iv) Lender shall be entitled to collect and receive all of Lender's benefit of breaching to Borrower.

If Lender gives notice of breach to Borrower (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender's security only.

for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment for the benefit of Lender and Borrower.

covention or agreement in the Security Instrument. However, prior to Lender's notice to Borrower of Borrower's breach of any property to pay the rents to Lender of Lender's agents, to collect the rents and revenues and hereby directs each tenant of the property, Borrower authorizes Lender to transfer all the rents and revenues of

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of

"lease," shall mean "sublease," if the Security Instrument is on a leasehold.

all security deposits made in connection with leases of the Property. Upon the assignment of Lender's sole discretion. As uses in this paragraph E, the word

extended or terminates the existing leases and to enter new leases, in Lender's sole discretion. Lender shall have the right to modify,

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and

D. "BORROWER'S RIGHTS TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

C. RENT LOSSES INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security instrument to be placed against the Property without Lender's prior written permission.

A. USE OF PROPERTY, COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

and Lender further covenant and agree as follows:

**2-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

CAPITOL HARBOR BANK FOR SAVINGS  
OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:  
883 NOKHTA TRUMBULL, SKOKIE, IL 60077  
(the "Lender")

THIS 2-4 FAMILY RIDER is made this 20<sup>th</sup> day of OCTOBER, 19<sup>th</sup> 19<sup>th</sup> 86, "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

**2-4 FAMILY RIDER**  
(Assignment of Rents)

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Property of Cook County Clerk's Office