

UNOFFICIAL COPY

LOAN NO. 86010734

1 7 8 5

86521785

BELL FEDERAL SAVINGS AND
LOAN ASSOC.
CORNER MONROE and CLARK
CHICAGO, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN NO. 86010734

[Space Above This Line For Recording Data]

MORTGAGE

OCTOBER 21
1986 THIS MORTGAGE ("Security Instrument") is given on **1986** The mortgagor is **AURORA E. MATA**, DIVORCED AND NOT SINCE REMARRIED AND **OSWALD FREDRICH**, DIVORCED AND NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to **BELL FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **Monroe & Clark Streets, Chicago, Illinois 60603** ("Lender"). Borrower owes Lender the principal sum of **SEVENTY ONE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$71,500.00)**. 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 **1986**. 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 24 IN BLOCK 9 IN H.O. STONE AND COMPANY'S WORLD FAIR ADDITION, A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE. ACCORDING TO PLAT THEREOF RECORDED JANUARY 21, 1929 AS DOCUMENT NO. 10262949. IN COOK COUNTY, ILLINOIS.

DEPT. G1 RECORDING \$15.25
1044444 TRIM 0049 11/04/86 09:59:00
#1092 #33 X-134-152-12485
COOK COUNTY RECORDER

PERMANENT TAX I.D. NUMBER 15-04-200-024

which has the address of **1803 N 33RD AVE** *(Signature)* **STONE PARK** **(City)**
(Street)

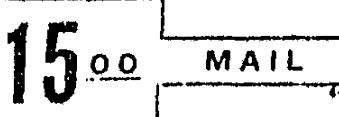
Illinois 60165 ("Property Address");
(Zip Code)

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.

ILLINOIS Single Family FNMA/FHLMC UNIFORM INSTRUMENT



Form 3014 12/83
41713 SAF SYSTEMS AND FORMS
CHICAGO, IL

UNOFFICIAL COPY

This instrument was prepared by JACQUELINE MOSCA
79 W MONROE CHICAGO IL 60603
NOTARY PUBLIC
B611 FEBRUARY 23, 1985
MY COMMISSION EXPIRES
MAY 21, 1985
NOTARIAL
NUMBER
70
RECEIVED
FEB 23 1985
JACQUELINE MOSCA
79 W MONROE CHICAGO IL 60603
19.85
19.85

STATES OF
ILLINOIS
COOK COUNTY
SS: {

(Space Below This Line for Acknowledgment)

—Borrower
—(Signature)
—Owner
—(Signature)

OSWALD FRIEDRICH
Author E. MATIA

BY SOUNING BELLOW, BART. With lucubrations and references to the terms and governments contained in this Settlement and in any paper(s) executed by Borrower and recorded with it.

22. Rate a **2** to **5** the Security features. Dotted wavy lines in the right margin indicate areas of non-measured example in the property.

23. Rate a **2** to **5** the Security features. Dotted wavy lines in the right margin indicate areas of non-measured example in the property.

24. Rider Options:

- Adjustable Rate Rider
- Condominium Rider
- Family Rider
- Graduated Premium Rider
- Homeowner's Rider
- Multi-unit Development Rider
- Other(s) [Specify] _____

30. **Lender's Liens**. Upon acceleration under paragraph 19 or noncompliance of the property and any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to exercise the power of sale, like possession of and manage the property until it collects the amounts of any sums accrued by this Security Instrument, Lender shall release this Security Instrument.

31. **Release.** Upon payment of all sums accrued by this Security Instrument, Lender shall pay any recording costs.

NON-UNIFORM GOVERNANTS, BORROWED AND LENDER FURTHER, GOVERNMENT AND AGREEMENT AS FOLLOWS:

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UNIFORM COVENANTS, Borrower and Lender have agreed, effective [REDACTED] 17 17,

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 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.

Section 114(b)(1) of the Small Business Job Protection Act of 2000, as well as other provisions of the Small Business Job Protection Act of 2000, which prohibit us from doing so.

16. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

Article 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 of this Clause or any provision of this Note conflicts with the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Note can be given effect to the conflicting provision. To this end the provisions of this Security Instrument shall not affect other provisions of this Note if it is determined that this Note

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the principal address of any other Borrower designates by notice to Lender. Any notice to Lender shall be directed to Lender's principal office at its 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 if Lender when given is provided with a copy of this instrument.

13. **Leads-alignment Agreement**. If one party has the effect of an extreme Landsberg's Rblets, if emanating from a party that is not a member of the Note or the Note's security instrument, then the party that is not a member of the Note or the Note's security instrument may require immediate payment of all sums secured by this Security Instrument and may invoke any remedies provided for in the Note or the Note's security instrument.

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 exceeds the permitted limits, then (a) any such loan charge shall be reduced to the permitted limits, and (b) under this Note or by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under this Note or by reducing the principal, interest and any prepayment charge under the Note.

Unless a Sender and Receiver otherwise agree in writing, any application of proceeds to principal shall not exceed 10% of the monthly payments received by the Receiver in paragraphs 1 and 2 or change the minimum of such payments. Unless a Receiver holds a Note Relased, Form 8, Lender Not a Lawyer. Extension of the time for payment or modification of, and/or realization of the sums received by this Security Instrument by Lender to any successor in interest does not operate to release the liability of the original Borrower or Borrower's successors in interest.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Goodwill Outlets to make an award of rights to claim for damages, Borrower fails to respond to Lender within 30 days after the date of the notice, Lender is authorized to collect the proceeds, either to restore or repair or the property or to sell the same secured by this Security Instrument, whether or not then due.

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, whether or not then due, with any excess paid to Lender other than to the extent of the sum secured by this Security instrument, the sum so paid to Lender shall be multiplied by (a) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower, divided by (b) the fair market value of the Property immediately before the taking.

If Lender shall require mortgagor to make the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the insurance matures in accordance with Lender's written agreement applicable law.

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Loan No. 85010734

FIXED RATE MORTGAGE RIDER

THIS FIXED RATE MORTGAGE RIDER is made this 21ST day of OCTOBER,
1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of
the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to BELL FEDERAL
SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security
Instrument located at:

1803 N 33RD AVE, STONE PARK, IL 60165

(PROPERTY ADDRESS)

ADDITIONAL NON-UNIFORM COVENANTS.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

26. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

27. RIDER TERMINATION. In the event the Lender transfers, sells, or assigns this Security Instrument, in whole or part, to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or Government National Mortgage Association, this Rider shall be null and void and of no force and effect.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Fixed Rate Mortgage Rider.

Aurora E. Mata [Seal]
AURORA E. MATA
Oswald Friedrich [Seal]
OSWALD FRIEDRICH

Fixed Rate Mortgage Rider (1st Mortgage) 7/84 (BFS&L)
024

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PLATE 933-AK-1000

RECEIVED FROM STAR CEXIR

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2013 BY SP521785

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS.

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1-4 FAMILY RIDER
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 21ST day of OCTOBER, 1986, 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 BELL, FEDERAL, SAVINGS, AND, LOAN, ASSOCIATION, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1803 N. 33RD AVE., STONE PARK, ILLINOIS 60165
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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.

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

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

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

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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 only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its 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. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Aurora E. Mata
AURORA E. MATA

Oswald Friedrich
OSWALD FRIEDRICH

8/21/86
... (Seal)
Borrower
8/21/86
... (Seal)
Borrower

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Property of Cook County Clerk's Office

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