

UNOFFICIAL COPY

JUDITH BURKE, 765 West Jackson
Chicago, IL 60604 - 922-4325

THIS INSTRUMENT WAS PREPARED BY:

86211573

MORTGAGE

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

ACCOUNT NUMBER 850250-2

THIS MORTGAGE ("Security Instrument") is given on MAY 27TH, 19 86. The mortgagor is (RAMON ESPINOZA A BACHELOR AND ZENON ESPINOZA AND ELIODORA ESPINOZA, HIS WIFE

\$ 16.00

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of FORTY THOUSAND AND 00/100

Dollars (U.S. \$ 40,000.00). 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 JUNE 01, 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 the County of COOK, State of Illinois.

LOT 25 AND LOT 26 (EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 8 IN ANDREW J. GRAHAM'S SUBDIVISION OF BLOCKS 5 AND 8 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1986 MAY 28 PM 1:10

86211573

PERMANENT TAX ID #16-03-309-046-0000 ALL

H.W.

which has the address of 4457 WEST CORTEZ STREET CHICAGO
Illinois 60651 (Street) (City)
(Zip Code) ("Property Address");

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 seized 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.

86211573

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, the amount of interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

50. 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.

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.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured or take one or more of the actions set forth above within 10 days of the giving of notice. Lender may give Borrower a notice identifying the lien and obtain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or forfeit 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 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 the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by writing to the payment of the obligation secured by the lien which has priority over this Security Instrument unless Borrower: (a) agrees in Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise prior to the Security Instrument, 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.

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; and last, to principal due.

2. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower and Lender covenant and agree as follows: 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.

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A-14012 00204

WILSON BORTZMAN

- CREDIT FENDING CENTER

- CREDIT CONTROL RECORDS

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

9. 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 sums 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 this 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.

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BOX 165 - COOK COUNTY RECORDER
BR. #97 - CENTRAL LENDING CENTER
165 W. JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604

Space Below This Line Reserved For Lender and Recorder)

NOTARY PUBLIC

subscribed to the foregoing instrument, appeared before me, this day in person, and acknowledged that _____, personally known to me to be the same Person(s) whose name(s) _____, signed and delivered the said instrument, for the uses and purposes herein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

My Commission expires: _____

1. _____, THE UNDERSIGNED
hereby certify that RAMON ESPINOZA A BACHELOR AND
ZENON ESPINOZA AND ELIODORA ESPINOZA, HIS WIFE
do

SEE RIDERS ATTACHED HERETO AND MAKE A PART HEREOF

~BOLLOVER~

100-100000

—Bottom—

1 MAD 209 -

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

ADDENDUM

- | | | | | | |
|-------------------------------------|-------------------------------|--------------------------|--------------------------------|--------------------------|------------------|
| ☐ | Adjustable Rate Rider | ☐ | Condominium Rider | ☐ | 2-4 Family Rider |
| ☐ | Graduated Payment Rider | ☐ | Planned Unit Development Rider | | |
| ☒ | Others (specify) - APPENDIX D | | | | |

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Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **Right to the Security Instrument.** If one or more riders are executed by Borrower and recorded together with this

without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to the sum secured by this Security Instrument.

cluding those past due. Any 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 ar-

(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 in-

including, but not limited to, reasonable attorneys' fees and costs of this evidence.

amount in full of all sums secured by this Security Instrument without further demand and may foreclose and occupy the premises of the mortgagor in the event of default of the mortgagor in the payment of the sums secured by this Security Instrument. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, judicial proceeding.

the right to insert in the foreclosure proceeding the application of a portion of any other portion of payment or distribution of payment or distribution of payment to the mortgagee. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate pay-

judicial proceeding and sale of the Property. The notice shall further inform Borrower of (a) right to restate after acceleration and

30 days from the date the notice is given to 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 Security Instrument, foreclosure by

any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 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

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of

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

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APPENDIX D

AMENDMENTS TO MORTGAGES AND MORTGAGE NOTE

(Non-assumption, acceleration, and due-on-sale language for Mortgages to be prepared)

Each Mortgage shall contain provisions which authorize the appropriate Mortgage Lender to accelerate the Mortgage Loan secured thereby upon (a) any sale, rental or other transfer of title to or possession of such residence or any interest therein, (b) any assumption of such Mortgage, (c) any failure of the mortgagor under such Mortgage to occupy such residence as his principal residence, or (d) any failure of any agreement or statement of fact or intention made in the Mortgagor's Affidavit to be true and correct. Each such Mortgage shall contain provisions whereby the mortgagor acknowledges that the Mortgage Loan has been made from funds obtained for public purposes through the sale of tax exempt bonds by the City of Chicago, Illinois and that all the agreements and statements of fact in the Mortgagor's Affidavit are necessary conditions for the granting of the Mortgage Loan. Each Mortgage shall provide that such Mortgage shall not be assumed. Each such Mortgage shall provide that the Mortgagor agrees to notify the City of Chicago of the occurrence of any event described in the first sentence of this paragraph.

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Property of Cook County Clerk's Office

RIDER TO APPENDIX DA D D E N D U M

This ADDENDUM is made this 27TH day of MAY, 1986, and is incorporated into and shall be deemed to amend and supplement the Borrower's Note to CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") and the Mortgage dated of even date herewith given by the undersigned (the "Borrower") to secure the Borrower's Note to the Lender.

The Borrower acknowledges and understands that the Mortgage Loan evidenced by the Note has been made from funds obtained for public purposes through the sale of tax-exempt bonds by the City of Chicago, Illinois (the "City") pursuant to its Mortgage Purchase Program (the "Program"). The Borrower understands that any misstatements in the affidavit signed by the Borrower and/or the performance of certain other acts by the Borrower may cause the interest of the Bonds to be subject to federal income taxation, which would adversely affect the Program. In order to preserve the integrity of the Program, the Borrower covenants and agrees as follows:

1. Until notified to the contrary by the hereinafter defined Master Servicer the Borrower agrees to make all payments required by the Note and Mortgage to Universal Mortgage Corporation, P.O. Box 2082, 744 North Fourth Street, Milwaukee, Wisconsin 53201 (the "Master Servicer") under a Master Servicing Agreement dated October 1, 1985 among the Master Servicer, the City and Continental Illinois Bank and Trust Company of Chicago, as Trustee.

2. To the extent otherwise permitted by law, the Note may be accelerated, and upon acceleration all sums due under the Note will become immediately due and payable in full, upon (a) any assumption of the Note and Mortgage, (b) any sale, rental, transfer or disposition of title to or possession of the Property or any interest therein, (c) any failure of the Borrower to occupy the Property as his principal residence, or (d) any failure of any agreement or statement of fact or intention in the affidavit executed by the Borrower to be true and correct.

3. The Borrower will notify the City, the Master Servicer and the Trustee upon the happening of any of the events specified in Section 2 of this Addendum.

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Property of Cook County Clerk's Office

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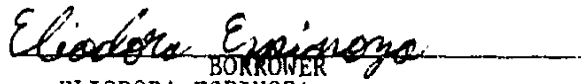
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4. The provisions of this Addendum will govern in the case of a conflict with any provision of either the Note or the Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Addendum.


Borrower
RAMON ESPINOZA


Borrower
ZENON ESPINOZA


Borrower
ELIODORA ESPINOZA

Property of Cook County Clerk's Office

