

UNOFFICIAL COPY

OC 2 50-103868 OF 7

REG MAY 30 FIL 2:14

86216088

86216088

[Space Above This Line For Recording Data] RETURN TO BOX 166

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 28 19...86.. The mortgagor is ... Jose Maldonado and Rosalina Maldonado, his wife ("Borrower"). This Security Instrument is given to Standard Federal Savings and Loan Association of Chicago which is organized and existing under the laws of the United States of America and whose address is 4192 S. Archer Ave., Chicago, Illinois 60632 ("Lender"). Borrower owes Lender the principal sum of ..Thirty..Nine..Thousand..and..No/100..... Dollars (U.S. \$ 32,000.00.....). 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 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 16 IN BLOCK 37 IN GARFIELD RIDGE FIRST ADDITION TO SECTION 17,
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

13-00

PERMANENT TAX NO. 19-17-131-028 *mf*

86216088

which has the address of 5838 S. Austin Chicago
[Street] [City]
Illinois 60638 ("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.

UNOFFICIAL COPY

This instrument was prepared by Notary Public, 4192 S. Alton Ave., Chicago, IL 60632.

Notary Public

Alfonso Maldonado (Seal)

My Commission Expires: 3-11-86
 Witness my hand and official seal this 27th day of January 1986.

They executed said instrument for the purposes and uses herein set forth.
 (he, she, they)
 They executed said instrument to be free and voluntary act and deed and that
 before me and is (are) known or proved to me to be the person(s) who being informed of the contents of this foregoing instrument,
 have executed same, and acknowledge said instrument to be their, their
 J. O. A. E. Maldonado, and Rosalinda Maldonado, his wife, personally appeared
 before me and I am a Notary Public in and for said County and State, do hereby certify that
 the above instrument is true.

COUNTY OF Cook
 STATE OF Illinois
 SS:

LOAN NO. 50-01-038880



[Space Below This Line for Acknowledgment]

Rosalinda Maldonado
 —Borrower
 (Seal)
 Rose Maldonado
 (Seal)
 Alfonso Maldonado
 (Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Other(s) [Specify] _____

Instrument that: covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall amend and supplement this instrument. Upon payment of all sums secured by this Security instrument and receipt of payment of all sums secured by this Security instrument, the receiver shall be entitled to apply to the rents of the property to the extent past due. Any rents collected by the receiver shall be applied first to payment of all costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on policies of insurance, bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

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

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security

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 following judicial sale, by agreement or by judgment, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in the notice, Lender has the option to accelerate payment of this Security instrument without further demand and may foreclose this Security instrument in full of all sums secured by this Security instrument without notice or other demand and foreclosure payment by judgment, before the date specified in the notice, Lender has the option to accelerate payment by judgment, but not limited to, receiver's fees, premiums on policies of insurance, bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument, after acceleration and sale of the property to the extent past due. If the default is not cured on or before the date specified in the notice to repossess the property, Lender may sell the property to a default or any other defaulter to recover the sum due, but not limited to, receiver's fees, premiums on policies of insurance, bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument, after acceleration and sale of the property to the extent past due.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless otherwise provided). 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 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, forclosure by judgment and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-default or any other defaulter to recover the sum due, but not limited to, receiver's fees, premiums on policies of insurance, bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument, after acceleration and sale of the property to the extent past due.

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

UNOFFICIAL COPY

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.

86216088

UNOFFICIAL COPY

If Lender exercises this option, Lender shall give Borrower notice of acceleration. If 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 prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one conforming 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) to another person, the right to exercise all or any part of the rights and powers contained in this Note and of this Security Instrument shall be exercised by the transferee in the same manner as by the original Borrower.

15. **Guaranteed Availability; Severability**. This Security Instrument shall be governed by federal law and the law of the state in which it 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 are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered in writing 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 Borrower designates by notice to Lender. Any notice given by 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.

13. **Legislation Affecting Lenders' Rights.** [] Enactment of applicable laws has the effect of rendering any provision of this Note or this Security Instrument ineffective, except as provided in paragraph 19.

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 exceed the permitted limits will be repaid to Borrower. If a court reduces principal, the reduction will be treated as under the Note or by making a direct payment to Borrower. If a court reduces principal, the principal owed under the Note will be reduced to the principal paid, unless to make this refund by reducing the principal owed under the Note a party makes a claim against the Noteholder for attorney's fees, costs, expenses, and other expenses incurred in connection with the Noteholder's attempt to collect the Note.

II. Successors and Assignees. Joint and Several Liability; Co-Signers. The covenants and agreements of this Security instrument shall bind and affect 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 shall be liable to Lender and Borrower and Borrower, subject to the terms of this Security instrument, for all amounts due under this Security instrument, and for all expenses of collection, including attorney's fees, and costs of suit, and for all other expenses of Lender in connection with the enforcement of this Security instrument.

by the original Borrower, his successors or assigns in interest. Any prospective licensee of any right or remedy shall not be liable for preexisting or future acts of the Borrower.

10. Borrower Not Released; Forgiveness Note & Waiver. Extension of the time for payment of principal and interest due on a note or other instrument made payable to otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums suffered by Lender or his instruments, 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, the amount of the Proceeds multicollateral to the sums secured by this Security instrument shall be applied to the sums secured by the Property, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

11. Lender shall pay the Premiums required to maintain the insurance written until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
12. Borrower shall pay the Premiums required to maintain the insurance written until such time as the section defining insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.