

UNOFFICIAL COPY

C5757123
JULY 30

86327176

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MORTGAGE

206987-3

THIS MORTGAGE ("Security Instrument") is given on JULY 30
 19 86 The mortgagor is JUAN BAUTISTA AND GLORIA BAUTISTA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100---

Dollars (U.S. \$ 27,500.00). 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 AUGUST 1, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:
 LOT 25 IN F. PASDELOUP'S SUBDIVISION OF BLOCK 44 IN SECTION 19,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
 COOK COUNTY, ILLINOIS.

17-19-305-001

which has the address of 2059 WEST 18TH STREET, CHICAGO
 (Street) (City)
 Illinois 60608 ("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 right 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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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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 his 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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18. Borrower's Right to Remedy. 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) from the date of this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument; or (c) payment of all sums which then would be due under this Security Instrument and the Note had no acceleration (as defined above). These conditions are that Borrower: (a) pays all other costs of enforcement of any other covenants or agreements of this Security Instrument; (b) cures any default of any other covenants or agreements of this Security Instrument; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the intent of this Security Instrument is not violated. Security Interest, including, but not limited to, reasonable attorney fees, shall remain fully enforceable by Lender until such time as Lender has received payment in full of all amounts due hereunder.

of the holder less than 30 days from the date the trustee receives the 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.

Federal law as of the date of this Security Instrument.

Interest in this kind of investment tends to be greatest among persons who have savings available to invest over long periods of time.

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

which can be derived given the configuration provided. To this end the provisions of this Security Instrument and the accompanying terms, such as the definitions of the terms used in this Security Instrument, shall have effect notwithstanding any provision or term of this Security Instrument purporting to render them ineffective.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which such securities are located. In the event that any provision of this Security Instrument or the instruments constituting a series of this Note is held invalid or unenforceable, such provision shall be severed from the remaining provisions of this Note.

This class aims to introduce students to the basic concepts of security instruments and how they can be used to provide for the financial needs of individuals and families.

mailing it by first class mail unless otherwise required by law. The notice shall be directed to the property address or any other address by notice to Leander. Any notice to Leander shall be given by registered mail or by certified mail unless otherwise required by law. The notice shall be directed to the property address or any other address by notice to Leander. Any notice to Leander shall be given by registered mail or by certified mail unless otherwise required by law.

14. Notice to Borrower provided for in this Security Instrument shall be given by delivery in or by paragrapgh 17.

15. Under exercises this option, Lender shall take steps specified in the second paragraph permitted by paragrapgh 19.

rendering any provision of the Note or this Security Instrument unnecessary 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 remedy

under the Note or by making a direct payment to Bottrover, the redcues principal, the reduction will be treated as partial payment without affecting Lenders' Rights. If cancellation of application of applicable laws has the effect of

necessary to reduce the charge to the permitted limit, and (d) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by producing the principal owed

17. **Loan Charges.** If the loan exceeded the permitted so that the interest rates for other loans would be reduced by the amount collected in charges, and that law is finally interpreted so that the interest rates for other loans would be reduced by the amount collected in collection with loan exceed the permitted limits, (etc.) any such loan charge shall be reduced by the amount collected in

model, forbear or make any accommodations which regard to the terms of this Security Instrument or the Note without first giving written notice to the other party.

the sums secured by this Security Instrument in the terms of this Security Instrument only to mortgagee; grant and convey to pay him; Borrower's interest in the Property and the rights and interests of Borrower under this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; the credit agreement that Lender and any other Borrower may have to extend credit to him; (c) agrees that Lender and any other Borrower may exercise all rights and remedies available to it under this Security Instrument.

This Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable under the terms and conditions of this Agreement and shall be subject to the provisions of Section 17.

11. Successors and Assignees; Joint and Separate Liability; Covenants. The covenants and agreements of

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify or terminate any instrument of title if the sums secured by this Security Instrument by reason of any demand made

10. Bottleneck Not Required; Performance By Leander Not a Waller. Extension of the time for payback in modificateion of sums secured by Society instrument granted by Leander to any successor in interest of Borrower.

Units, under and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend past the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments

Given, Lender is authorized to settle a claim for damages, borrowee fails to respond to Lender within 30 days after the date the notice make an award or settle a claim for damages, either to restore part of repair of the property or to collect the proceeds.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to the public for sale or lease, Borrower fails to make arrangements for the removal of the property within days following such notice, Lender may, at its option, remove the property and store it at Borrower's expense.

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this instrument shall be reduced unless borrower and lender otherwise agree in writing, the sums secured by this instrument shall be reduced by the market value of the property immediately before the inkling any balance shall be paid.

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 proceeds shall be applied to the sums secured by this Security instrument.

9. **Condemnation.** The proceeds of any award for claim for damages, direct or consequential, in connection with any condemned land shall be paid to [Landlord].

8. **Inspection.** Leader or his agent may make reasonable entries upon and inspectors of the Property. Leader shall give Bottower notice at the time of or prior to an inspection specifically reserving cause for the inspection.

Barrower shall pay the premium required to maintain the insurance coverage in effect until such time as the requirement for the insurance ceases.

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1-4 FAMILY RIDER 2 / 1 / 6
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30TH day of JULY, 19 86,
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
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")
of the same date and covering the property described in the Security Instrument and located at: **OF ILLINOIS**

2059 WEST 18TH STREET, CHICAGO, ILLINOIS 60608
(Property Address)

17-19-305-001

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.

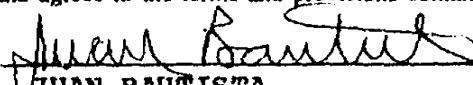
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) 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.

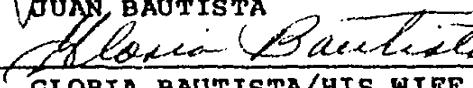
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate 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.



JUAN BAUTISTA _____
(Seal)
-Borrower



GLORIA BAUTISTA/HIS WIFE _____
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

RECORD AND RETURN TO:

BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
5501 SOUTH KEDZIE
CHICAGO, ILLINOIS 60629

ATTN: G. DENISE NALLS

951176

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Property of Cook County Clerk's Office

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50015-9

ADDENDUM

206987-3

This ADDENDUM is made this 30TH day of JULY
1986, and is incorporated into and shall be deemed to amend and
supplement the Borrower's Note to

THE TALMAN HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ILLINOIS
(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 mis-
statements in the affidavit signed by the Borrower and/or the per-
formance 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.

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.

Juan Bautista
Borrower

JUAN BAUTISTA

Gloria Bautista
Borrower

GLORIA BAUTISTA/HIS WIFE

17-19-305-001

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COOK COUNTY REC'D BY

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