

CONSUMER REAL ESTATE MORTGAGE

UNOFFICIAL COPY

(For use with loans to individuals for personal, family, household or agricultural purposes where the amount financed does not exceed \$200,000 and the mortgage is not a first lien on residential real property interest.)

Account No. 320015-0021

6 0 5

87549605

In consideration of the sum of Twenty Thousand Four Hundred Sixty Three and 51/100 Dollars (\$ 20,463.51 ),

the receipt of which is acknowledged, Oscar Villarreal & Maria Carmen, his wife in Joint Tenancy ("Mortgagor", whether one or more)

mortgages, conveys and warrants to Eaton Community Credit Union ("Credit Union"), of Milwaukee, Wisconsin and its successors

and assigns the following described real estate in Cook County, Illinois together with all privileges, hereditaments, easements and appurtenances, all rents, issues and profits, all awards and payments made as a result of the exercise of the right to eminent domain (to the extent herein provided) and all existing and future improvements and fixtures (all called the "Property") to-wit:

RETURN TO Eaton Community Credit Union 1935 W. Silver Spring Dr. #5 Milwaukee, WI 53209-4429

Tax Key #

Lot 1, in Block 319, The Oaks Unit No. 2, being a Subdivision of part of the South West 1/4 of the Southwest 1/4 of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded as Document 19801129, in Cook County, Illinois.

06-26-223-001 X E.A.O

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This is (a) the homestead of Mortgagor.

If checked here, description is continued on additional attached sheet.

1. Covenant of Title. Mortgagor covenants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due, a prior mortgage ("First Mortgage") to Dovenmuehle

dated 5/1/73 with a current principal balance of Sixteen Thousand Seventy and 18/100 Dollars (\$ 16,070.18 ) (as of 7/14/87) and Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. Mortgage as Security. This Mortgage is given to secure prompt payment to Credit Union of the sum stated in the first paragraph of this Mortgage, plus interest, and charges according to the terms of a Promissory Note of Mortgagor to Credit Union of this date, and any extensions, renewals or modifications thereof, and also to secure the payment of any additional and subsequent advances or payments made by Credit Union (all called the "Note") and the performance of all covenants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. If Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.

3. Taxes. Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Note, or upon Credit Union's interest in the Property and deliver receipts to the Credit Union evidencing timely payments.

THIS AGREEMENT INCLUDES ALL PROVISIONS ON THE REVERSE SIDE. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS MORTGAGE.

NOTICE TO BORROWER

- (A) Do not sign this before you read the writing on the reverse side, even if otherwise advised.
(B) Do not sign this if it contains any blank spaces.
(C) You are entitled to an exact copy of any agreement you sign.
(D) You have the right at any time to pay in advance the unpaid balance due under this agreement or any installment due. If you do so, the Finance Charge will be less than you would otherwise pay since interest is charged only for the actual number of days the amount is owed hereunder.

Signed and sealed this 22 day of Sept. 19 87.

Witness X

Mortgagor X Oscar Villarreal (Seal) 3191 Norwood Streamwood, IL 60108

Witness X

Mortgagor X Maria Carmen Villarreal (Seal) 3191 Norwood Streamwood, IL 60108

STATE OF ILLINOIS

County of COOK

Personally came before me, this 22 day of Sept. 19 87, the above named Oscar Villarreal & Maria C Villarreal known to me to be the person s who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY: Theresa Emanuele

X Christi Volking (Seal) Notary Public COOK County, ILL

My Commission (Expires) 2-3-1990

\*Type or print name signed above.

Use only with Consumer Mortgage Note CN-VAR and Consumer Truth in Lending Disclosure DIS-VAR.

## ADDITIONAL PROVISIONS

4. **Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage caused by fire, extended coverage perils and such other hazards as Credit Union may require through insurers approved by Credit Union. The amount of insurance shall be not less than the total of the unpaid balance of the Note and the unpaid balance of the note(s) or obligation secured by the first Mortgage without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clauses in favor of Credit Union and, unless Credit Union otherwise agrees in writing, a copy of all policies covering the Property shall, upon receipt, be provided to Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied, at Credit Union's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
- (a) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
  - (b) **Liens.** To keep the Property free from all liens and Mortgages other than this Mortgage and those liens and Mortgages to which Credit Union has consented in writing.
  - (c) **Waste.** Not to commit waste or permit waste to be committed upon the Property.
  - (d) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of the Credit Union.
  - (e) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility.
  - (f) **Condemnation.** To pay to Credit Union all compensation (but not in excess of the unpaid balance of the Note) received for the taking of the Property, or any part, by condemnation or eminent domain proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment).
  - (g) **Subrogation.** The Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds.
  - (h) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Note, Credit Union may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required. If, before proceeding to perform or to cause such duties to be performed, Credit Union provides Mortgagor with written notice of Mortgagor's non-performance and a reasonable opportunity after such notice to perform, all amounts paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest at the rate stated in the Note. Unless otherwise provided by rule of the Administrator of the Wisconsin Consumer Act, a reasonable opportunity for Mortgagor to perform any duty imposed upon Mortgagor shall be, except where more prompt action is necessary, 10 calendar days (not counting the day of mailing) after mailing of notice of non-performance to Mortgagor at his last known address. Notice and an opportunity to perform are not required if the Note is for an agricultural purpose and the property is perishable and threatens to decline speedily in value.
7. **Delinquency Charge.** If an installment of the Note is not paid on or before the 10th day after its due date, Credit Union may, in addition to interest due under the Note, collect a delinquency charge equal to \$3 or 3% of the unpaid amount of the installment, whichever is less.
8. **Ability to Pay.** Mortgagor shall not take any action or permit any event to occur, including the acts and occurrences set forth in subsection 9(c), which materially impairs Mortgagor's ability to pay the amounts due under the Note.
9. **Default.** Upon defaults herein defined, Credit Union shall have all of the rights and remedies for default provided by applicable law, this Mortgage, or the Note.
- Except as otherwise provided by Section 425.103, Wisconsin Statutes, or by rule of the Administrator of the Wisconsin Consumer Act, the occurrence of any one or more of the following events shall constitute a default:
- (a) **Failure to pay.** (A) With respect to an Obligation (other than one incurred pursuant to an open-end plan), for which the interval between scheduled payments is 2 months or less: (i) to have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or (ii) the failure to pay the first payment or the last payment within 40 days of its scheduled or deferred due date; (B) With respect to an Obligation (other than one incurred pursuant to an open-end plan), for which the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date; (C) With respect to an Obligation (other than one incurred pursuant to an open-end plan), scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (D) With respect to an Obligation (other than one incurred pursuant to an open-end plan), incurred for an agricultural purpose, the failure to pay the first or the only installment when due or to pay any other installment within 40 days of its original or deferred due date; (E) With respect to an Obligation incurred pursuant to an open-end plan, the failure to pay when due on 2 occasions within any 12-month period. For purposes of this paragraph, the amount outstanding shall not include any delinquency or deferral charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order in which they come due.
  - (b) **Non-performance.** A failure by Mortgagor to observe or perform any of Mortgagor's other covenants or duties contained in this Mortgage or the Note, if that failure materially impairs the condition, value, or protection of or the Credit Union's right in the Property or materially impairs the Mortgagor's ability to pay the amounts due under the Note.
  - (c) **Inability to Perform.** Mortgagor, Mortgagor's spouse, or a surety or guarantor of any of the Mortgagor's Obligations under the Note, dies, ceases to exist, changes marital status, changes marital domicile, becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Note.
10. **Remedies.** Upon default, the entire balance of this Note shall, at the option of Credit Union become immediately due and payable, subject only to any right to cure default which Mortgagor may have under Section 425.105, Wisconsin Statutes. If Mortgagor has such a right to cure, the entire balance shall, unless otherwise provided by rule of the Administrator of the Wisconsin Consumer Act, at the option of Credit Union, become immediately due and payable if such default is not cured as provided in that statute within 15 calendar days after mailing of such notice to Mortgagor at his address as shown in this Mortgage or, if Mortgagor shall designate in writing another address to which said notice shall be sent, to such other address. If Credit Union exercises its option to accelerate, the unpaid principal and interest owed on the Note, together with all sums paid by Credit Union as authorized or required under this Mortgage or the Note, shall be collectible in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or in equity. Credit Union may waive any default without waiving any other subsequent or prior default by Mortgagor.
11. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.
12. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or to enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
13. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to §846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered. If the Mortgaged Property is other than an owner-occupied one to four family residence, a farm, church or owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to §846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
14. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorneys' fees (to the extent permitted by Section 422.411 Wisconsin Statutes) and expenses of obtaining title evidence, incurred by Credit Union in foreclosing this Mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision except as otherwise provided by the Wisconsin Consumer Act.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns and binds Mortgagor(s) and their heirs, personal representatives, successors and assigns, any use of the singular herein may also refer to the plural and vice versa.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.

WCL 5/15/98 06:50:00

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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