

# UNOFFICIAL COPY

N-87-0136

This instrument was prepared by:  
Alexandra Vallejo  
123 N. Jefferson, CHGO, IL 60606  
(Name)  
(Address)

## MORTGAGE

87672158

THIS MORTGAGE is made this . . . 24th . . . day of . . . November . . . 1987 . . . between the Mortgagor, . . . Jose De Jesus and wife, Natividad De Jesus . . . Fund . . . (herein "Borrower"), and the Mortgagee, . . . Chicago Energy Savers . . . a corporation organized and existing under the laws of . . . Illinois . . . whose address is . . . 123 N. Jefferson, CHGO, IL 60606 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ . . . 5,223.00 . . . which indebtedness is evidenced by Borrower's note dated November 24th, 1987 . . . and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on . . . January 10th, 1995 . . .

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . . . COOK . . . State of Illinois:

Lot 37 in Dose's Subdivision of the West 1/2 of Lot 15 of Kimball's Subdivision of the East 1/2 of the South West 1/4 of the West 1/2 of The South East 1/4 of Section 26, Township 40 North, Range 13,

87672158

DEPT-01 RECORDING \$14.00  
T#4444 TRAN 1708 12/23/87 10:23:00  
#3128 # D \*-87-672158  
COOK COUNTY RECORDER

FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus U.S. \$ \_\_\_\_\_.

PROPERTY TAX I.D. # 13-26-329-008-0000

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which has the address of . . . 2439 N. Lawndale . . .  
[Street]  
Illinois . . . 60647 . . . (herein "Property Address");  
[Zip Code]

Chicago . . .

[City]

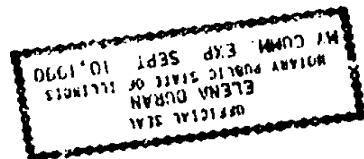
14 . . . 00

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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(Space Below This Line Reserved for Lender and Recorder)



My Commission expires:

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

I, ..... Notary Public in and for said County and State, do hereby certify that ..... Person(s) whose names(s) are signed and delivered to the foregoing instrument, personally known to me to be the true persons(s) whose names(s) are prepared before me this day in person, and acknowledged that they sign and deliver the said instrument for the uses and purposes herein set forth.

STATE OF ILLINOIS, County ss:

Notary Public in and for said County and State, do hereby certify that ..... Person(s) whose names(s) are signed and delivered to the foregoing instrument, personally known to me to be the true persons(s) whose names(s) are prepared before me this day in person, and acknowledged that they sign and deliver the said instrument for the uses and purposes herein set forth.

In witness whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

## MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR

- Upon acceptance under paragraph 17 hereof, take possession of and manage the Property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and reasonable attorney's fees, and then to the sums secured by this Mortgage, pro rata on receiver's bonds and account only for those rents actually received.
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
- Upon acceptance under paragraph 17 hereof, take possession of and manage the Property and to collect the rents of the property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the property and reasonable attorney's fees, and then to the sums secured by this Mortgage, pro rata on receiver's bonds and account only for those rents actually received.
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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UNIFORM COVENANT. Borrower and Lender covenant and agree as follows:

REC'D 1/15/88  
SAC-158

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein ("Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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abandonment of the Property, has a charge upon the collection, receipt and delivery of the same to the Borrower, and hereof or  
under the rents of the Property, provided that Borrower, at a date not later than the day of payment of the principal sum due, and payment of all  
19. Assignment of Rent. Applicable only if Rent is not paid. Extension of Rent. A date not later than the day of payment of the principal sum due, and payment of all  
in full force and effect as if no acceleration had occurred.

Upon such payment and due by Borrower, this Mortgagee and the obligees shall remain unclaimed by the Borrower, and hereof or  
under a notice in the Property and Borrower's obligation to pay the sums secured by this Mortgagee until continued  
payments or otherwise modified to commence payment by this Mortgagee, against such successor or trustee for the benefit of the  
Lender, and (d) Borrower takes action to recover his Mortgagee by Lender may be required to assume that this Mortgagee  
expenses incurred by Lender in enforcing the covenant and agreement contained in this Mortgagee; and in  
breaches of any other covenant or agreement prior to entry of a judgment enforecng this Mortgagee; (b) Borrower pays all reasonable  
due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage.  
Hage discontined at any time prior to entry of a judgment enforecng this Mortgagee; (a) Borrower pays all sums  
which would be then due under this Mortgagee and the Note had no acceleration occurred; (c) Borrower pays all sums  
due to Borrower's breach to Lender in the event of a default in the payment of the principal sum due, and payment of all  
18. Borrower's Right to Remit. Notwithstanding Lender's acceleration of the sums secured by this Mortgage  
to the date specified in the notice, Lender, at Lender's option, may  
foreclosure, including, but not limited to, reasonable attorney fees and costs of documentation and  
foreclose the Mortgagee by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of  
decrease all of the sums secured by this Mortgagee to be immediately due and payable without further demand and may  
assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to accelerate to the  
date of the Property. The notice shall further inform Borrowers of the right to remit after acceleration and the rights to  
in the notice may result in acceleration of the sums secured by this Mortgagee, foreclosure by judicial proceeding, and  
to Borrower, by which such breach must be cured and (d) that failure to cure such breach on or before the date specified  
the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date of the notice in mailing  
Mortgagee; Lender prior to acceleration shall give notice to Borrower as provided in paragraph 14 hereto specifically; (1)  
action or agreement of Borrower in the covenants to pay when due, and sums secured by this  
NON-UNIFORM COVENANTS. Remedies. Except as provided below, upon Borrower's breach of any cove-

nt or acceleration, Lender shall have the right to have any other covenants to pay when due, and sums secured by this  
17. Acceleration of Borrower's Breach. Except as provided in the Mortgage, upon Borrower's breach of any cove-

NON-UNIFORM COVENANTS. Remedies. Except as provided in the Mortgage, upon Borrower's breach of any cove-

on Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand  
than 30 days from the date of acceleration in accordance with Paragraph 12 hereof, such notice shall mail  
Borrower notice of acceleration due and payable. If Lender exercises such an option to accelerate, Lender shall mail  
this Mortgagee to be immediately due and payable, or if the required information is not submitted, Lender may declare by  
ment in this Mortgagee, or if the required information is not submitted, Lender may declare all of the sums secured by  
security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agree-

If Lender, on the basis of any information obtained regarding the transaction, reasonably determines that Lender,

chis Mortgagee unless Lender receives Borrower's written notice to the contrary, Borrower will continue to be obligated under the Note and  
transacting an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the  
operation of law upon the death of a joint tenant, or (c) a transfer by devise, descent, or by  
exclusion (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by  
16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein,

with improvements made to the Property.

rights, claims or defenses which Borrower may have to Lender, in a form acceptable to Lender, in a affidavit setting forth in connection  
may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, in a affidavit setting forth in connection  
lou, impairment, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option,  
15. Rehabilitation Loan. Any Borrower shall fulfill all of Borrower's obligations under any home rehability  
exclusion or after recordation hereof.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of

herein, "expenses", and "attorneys' fees", include all sums to the extent not prohibited by applicable law or limited  
provision, and to this end the provisions of this Mortgage or the Note are declared to be severable. As used herein,  
conflict shall not affect, other provision of clause of this Mortgage or the Note notwithstanding, the conflicting  
this Mortgage. In this event, that the Property is located. The foregoing sentence shall not limit the applicability of Federal law to  
jurisdiction in which, the Property is located. The foregoing sentence shall not limit the applicability of Federal law to  
13. Governing Law. Severability. The state and local laws applicable to this Mortgage shall be the laws of the  
Mortgagee shall, as deemed to have been given to Lender when given in the manner designated herein.

Borrower addressed to Borrower at the address as such notice by certified mail to Lender, and notice to Lender  
addressed to Borrower for delivery by certified mail to Lender, and notice to Lender, and notice to Lender  
provided to Borrower, subject to the terms of this Mortgage it or by mailing such notice by certified mail  
12. Note. Except for any notice required under applicable law to be given in another manner, (a) any notice to  
Borrower's interest in the Mortgage shall be furnished to Borrower or modifing the Mortgage as to that

the Note without that Borrower releasing that Borrower or modifing the Mortgage or  
may agree to extend, modify, forgive, or make any other accommodations with regard to the terms of this Mortgage or  
may personally liable on the Note or under this Mortgage, and (c) agrees that Lender is entitled to receive  
mortgage. Any Borrower who consigns this Mortgage, but does not execute the Note, (a) is so signing this Mortgage only to  
severally, subject to the provisions of paragraph 16 hereof, all covenants and agreements of Borrower shall be joined and  
Borrower, subject to the provisions of paragraph 16 hereof, all covenants and agreements of Lender and  
contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and  
11. Successors and Assigns. Both parties hereto, Co-signers, The covenants and agreements herein  
remedy, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or  
hereunder, or otherwise modified by Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy  
original Borrower and Borrower's amortization of the sums secured by this Mortgage by Lender in reason of any demand made by the  
Lender shall not be required to commence proceedings against such successor or trustee to exercise to extend time for  
shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest.  
loan of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower  
10. Borrower Note Released. Payment of the time for payment of modification.