

UNOFFICIAL COPY

44713 SAE SYSTEMS AND FORMS
Form 301A 12/83
CHICAGO, IL

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.

BORROWER CONVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgag[e], grant and convey the Property and that the encumbrance of record, except for encumbrances of record, will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL CASEMENTS, RIGHTS, APPURTENANCES, RENTS, TOGALIES, MINERALS, OIL AND GAS, RIGHTS AND PROFITS, WATER RIGHTS AND STOCK AND ALL FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL RECLAMATIONS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

which has the address of [Street] 60634 Illinois [Zip Code] ("Property Address");

The South 1/2 of Block 1 in Rutherford and Kildes 74th Avenue Subdivision of the North 10 Acres of Lot 5 in Assessor's Division of the East 1/2 of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, in H.O. Stone and Company's Third Addition to Belmont Avenue and Lot 1 in H.O. Stone and Company's Third Addition to Belmont Avenue, and Lot 5 in Assessor's Division of the East 1/2 of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, and Lot 1 in Block 1 in Rutherford and Kildes 74th Avenue Subdivision of the North 10 Acres of Lot 5 in Assessor's Division of the East 1/2 of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, also except the Northeastly 10 Acres) in Assessor's Division of the East 1/2 of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3408 N. Okeeto Ave., Chicago, IL 60634
P/R/E/I # 12-24-411-043 , and # 12-24-411-046)
1-21-III-044 W.L.G.
GEO

19. THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 4, 1986, by ORGANIZATION, ("Borrower"), to FUG, HHS, WTC, INC., CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, under the laws of the United States of America, and existing ("Borrower"). This Security Instrument is given to LENDER, THE FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, CHICAGO, ILLINOIS 60657, and whose address is 1801, WEST BURLAVENTURE, CHICAGO, ILLINOIS 60657, BORROWER OWES LEAD, THE PRINCIPAL SUM OF \$**SIXTY-TWO THOUSAND AND NO/100*** DOLLARS (\$U.S. \$**62,000.00**). THIS DEBT IS EVIDENCED BY BORROWER'S NOTE DATED THE SAME DATE AS THIS SECURITY INSTRUMENT ("Note"), WHICH PROVIDES FOR MONTHLY PAYMENTS, WITH INTEREST, AND ALL EXPENSES AND SEVICES TO LENDER; IN TUE OF THE DEBT EVIDENCED BY THE NOTE, WITH INTEREST, AND ALL EXPENSES AND SECURITIES OF THIS INSTRUMENT, AND (C) THE PAYMENT OF OTHER SUMS, WITH INTEREST, AGREEMENTS AND AGREEMENTS UNDER PARAGRAPH 7 TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT AND MODIFIABLE INSTRUMENTS; AND (D) THE PAYMENT OF OTHER SUMS, WITH INTEREST, AGREEMENTS AND AGREEMENTS UNDER PARAGRAPH 7 TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT AND MODIFIABLE INSTRUMENTS.

MORTGAGE

[spare address line 18a, FBI Laboratory]

COCO COUNTY RECORDER
1963-17 * 84-526
TENN 6005 11/07/64 DEPT-3 RECORDER

86526447

LOAN NO. 45-0331-4

UNOFFICIAL COPY

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of 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 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 judicial proceeding 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-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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, 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 including 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to 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 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 box(es)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Leonard Puig

(Seal)

Borrower

Angela M. Puig

(Seal)

Borrower

(Space Below This Line For Acknowledgment)

COOK COUNTY RECORDER

#1732 # C * E.T. - 0-49553
TENURE TRIM 6505 01/26/87 14:59:00
DEPT-01 RECORDING

\$14.00

87049553

STATE OF Illinois } SS:
COUNTY OF Cook }

I, ***LEONARD PUIG and ANGELA M. PUIG, His wife***, a Notary Public in and for said county and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that

(his, her, their)

they executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this 24th day of November 1986.

My Commission Expires:

My Commission Expires May 14, 1989

(SEAL)

Notary Public

Marta B. Figueredo

This instrument was prepared by CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO.....
1501 W. Belmont Ave., Chicago, IL 60657

4773

1940

UNOFFICIAL COPY

UNOFFICIAL COPY

8 6 5 2 6 4 4 7

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.

8. 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 the 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.

87049553

86526419

UNOFFICIAL COPY

Page 1 of 4

3 3 5 5 9 4 0 7 9 5 3

(a) Amount of My Initial Monthly Payments

This amount may change every ***SIXTY*** (**60**) months. This amount will be in the amount of U.S.

68 for the first ***SIXTY*** (**60**) months.

My initial monthly payments will be in the amount of U.S.

(b) Amount of My Initial Monthly Payments

I will make my monthly payments at 1601 West Belmont Avenue, Chicago, Illinois 60657, or at a different place if required by the Note Holder.

Note, I will pay those amounts in full on that date, which is called the "maturity date".

Monthly payments will be applied to interest that I may owe under the note, I will pay charges described below that I may owe under my

payments every month until I have paid all of the principal and interest and beginning on January 1, 1987, I will make these payments

any other charges described below that I may owe under my

payments every month until I have paid all of the principal and interest and beginning on January 1, 1987, I will make these payments

each month. I will pay principal and interest by making payments, every

(A) Time and Place of Payments

beginning on the date I receive my monthly payments on the first day of each month.

both before and after any default described in Section 7(B) of the Note.

required by this section and Section 4 of the Note is the rate I will pay

will change in accordance with Section 4 of the Note. The interest rate

yearly rate of ***8.50***%, the interest rate that I will pay

beginning on the date I receive my principal, I will pay interest at a

the full amount of principal has been paid, until

been paid beginning on the date I receive my principal and continuing, until

interest will be charged on that part of principal which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

been paid, on the date I receive my principal, which has not

ADJUSTABLE RATE RIDER

LOAN NO. 45-0331-4

7 4 4 2 6 5 6 8

UNOFFICIAL COPY

3. INTEREST RATE CHANGES AND PAYMENT CHANGES

(A) Interest Rate Change Dates

The interest rate I will pay may change on the first day of February, 19⁹², and on that day of the month every ***SIX*** (**6**) month(s) thereafter. Each date on which my interest rate could change is called an "Interest Change Date".

(B) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an "Index". The Index is the Secondary Market for 6-month United States Treasury Bills stated as a yield equivalent when computed from a bank discount basis as reported by the Federal Reserve statistical release H.15 (519). The Index in effect as of the fifteenth day of the month prior to each Interest Change Date (or the next previous day available if the fifteenth is a weekend or holiday) is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

(C) Calculation of Interest Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding ***TWO AND ONE-HALF*** - .5000000000000000 percentage points (.....*2.50***%) to the Current Index. The sum will be my new interest rate.

(D) Effective Date of Interest Changes

My new interest rate will become effective on each Interest Change Date.

(E) Payment Change Dates

The amount of the monthly payment that I shall make may change on the ***FIRST*** day of February, 19⁹², and on that day of the month every ***SIXTY*** (**60**) months thereafter. Each date on which my payment could change is called a "Payment Change Date".

(F) Calculation of Payment Changes

FORTY-FIVE days prior to the first Payment Change Date and ***FORTY-FIVE*** days prior to each successive Payment Change Date thereafter, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full as amortized to the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment". It will be the new amount of my monthly payment for the next ***SIXTY*** months.

(G) Effective Date of Payment Changes

My new payment will become effective on each Payment Change Date. I will pay the amount of my new monthly payment beginning on the Payment Change Date until the amount of my monthly payment changes again.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount because I pay a fixed payment each month. If so, on the date that my monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Payment Change Date.

UNOFFICIAL COPY

Page 3 of 4

3

5

6

4

0

7

8

9

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

4

5

6

7

8

9

0

1

2

3

UNOFFICIAL COPY

other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

6. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of 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. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

7. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 of Borrower in a titleholding trust or corporation is sold or transferred, or the Property is sold on an instalment agreement for warranty deed 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 the exercise is prohibited by Federal law as of the date of this Security Instrument.

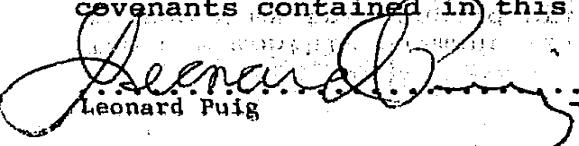
If Lender exercises such option to accelerate, Lender shall give Borrower notice of acceleration. The Notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower must pay all the sums secured by this Security Instrument. If Borrower 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.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

8. LOAN CHARGES

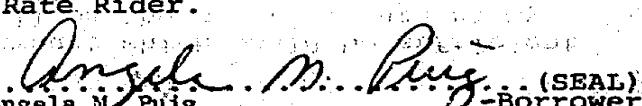
If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


Leonard Puig

.....(SEAL)

-Borrower


Angela M. Puig

.....(SEAL)

-Borrower

.....(SEAL)
-Borrower
(Sign Original Only)