D-86-1081

(Mame) 123 N. Jefferson CHIGO, IL 60606

MORTGAGE

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THIS MORTGAGE is made this day of	MOAEWBEL	
19. 86 between the Mortgagor, Antionio M. G. (herein "Borrower"	arcia & Felipa Garcia	(wife). GO ENERGY SAVERS
or an arrangement of PIND or stage to the contract of the cont		" a corporation organized with
in linguage the contract of th		
whose address is 123 N. Jefferson Chicago.	, illinoisbubub	
WHEREAS, Borrower is indebted to Lender in the pring which indebted as is evidenced by Borrower's note dated	November 26, 1986	and extensions and renewals
which indebteds as is evidenced by Horrower's note dated thereof (hereir "Note"), providing for monthly installment if not sooner paid, the and payable on the December.	ts of principal and interest, w 27th, 1994	ith the balance of indebtedness,
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Lot 4 in Block 5/ in Ironworker's Addition, Being a Subdivision of the West 1 of the Northwest 1 of Section 17, Township 37 North, Bange 15

WILL CALL

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 Nortgage 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. \$

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PROPERTY TAX I.D. # 26-17-116-024 /7

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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 selsed 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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UNOFFICIAL COPY

graph 17 hereof or abandonsment of the Property, Leader shall be entitled to have a see a control of the reason of and meanage, the Property and to collected the reason of the receiver shall seem to payment of the courts of the courts of the courts of the receiver's feet, premiums on receiver's feet, premiums on receiver's feet, premiums on receiver's to the tot reason of the payment of the property of the feet to the same on receiver's feet, premiums on receiver's the courts of the payment of th

typesent of all sums secured by this Morigage, Lender shall release this Morigage without

orrower shall pay all costs of recordation, if any senseticad exemption in the Property

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UNIPORM COVENANTS, Icrrover and Lender of Vanant and agree as followers 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 (herein "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 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 together. the due dates of taxes sements, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, it are pre-pre-miums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Sorrower or credited to Borrower on monthly installments of Funds. If the amount of I the Funds held by Lender s' all 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 sun's 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 ap slied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interes, payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Hens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security a reer lent 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 attribute lie 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 "extented 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 Borrov er 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 deems 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 with a 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurar ce 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; Lesscholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or determination 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 London'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.

nation. 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.

ewher afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or r's successors in interest. Any forbearance by Lender in exercising any right or remedy s mostlic the contraction of the sums secured by this Mortgage by reason of any demand made by the not benefit to common of period to successors there is a seriod confidence of benefits of less a erage to referent in any manner, the liability of the original Borrower and Borrower's successors in interest. tion of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower seemes By Leader Met a Walver. Extension of the time for payment or medificeoctoril themselvil toll us

e's interest in the Property. that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that able on the Note or under this Mortgage, and (c) agrees the: Lender and any other Borrower herounder land, medify, forbear, or make any other accommodations with regard to the terms of this Mortgage or at and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is wer who co-eigns this Mortgage, but does not execute the Mote, (a) is co-eigning this Mortgage only to shot to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and ined shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and nds Joint and Several Linbility; Co-eigners. The covenants and agreements herein

said o we deemed to have been given to Borrower or Lender when given in the manner designated herein. s as lessest may designate by sotice to Borrower as provided herein. Any motice provided for in this or no mirror to Lender shall be given by certified mail to Lender's address stated herein or to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender liam bolities, by cotton and a soliton to it anisoties by delivers by mailing adoption by es. Except for any notice required under applicable law to be given in another manner, (a) any notice to

see" and "athy acys" fees" include all sums to the extent not prohibited by applicable law or limited ment to that was discussed in this Mortgage and the Mote are declared to be severable. As used herein, saftice of a reversions of this Mortgage or the Mote which can be given effect without the conflicting et that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such ar a way we botton in which froperty is located. The foregoing sentence shall not limit the applicability of Federal law to In I severability. The state and local laws applicable to this Mortgage shall be the laws of the

Describe Assault be furnished a conformed copy of the Note and of this Mortgage at the time of

Accretion hereon

so defenses which Borrower may in we against parties who supply labor, materials or services in connection nt, repair, or other lost. Agree ment which Borrower enters into with Lender, Lender, at Lender's option, received to cancute and 's', ver to Lender, in a form acceptable to Lender, an assignment of any * Sorrower shall fulfill all of Borrower's obligations under any home rehabilita-

and Empirity. It Borrower sells at the standers all or any part of the Property or an interest therein, is made to the Property.

der rebi w loan were being made to the transfere. B arower will continue to be obligated under the Note and g an option to purchase, Borrower shall cause to be sa smitted information required by Lender to evaluate the when the death of a joint tenant, or (c th grant of any leasohold interest of three years or less not (a) the creation of a lies or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by

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ner, tayoue any remodies permitted by paragraph 17 hereof. trower falls to pey such sums prior to the expiration of such period, Lender n.s., without further notice or demand in the date the notice is mailed or delivered within which Bors was may pay the sums declared due. If section of accordance with paragraph 12 hereof. Such nytice shall provide a period of not less his Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail ge, or if the required information is not submitted. I seder may declare all of the sums secured by graced aids at ity may be impaired; or that there is an unacceptable liftchood of a breach of any covenant or agreee, on the besis of any information obtained regarding the transferce, reasonably determines that Lender's

OH-DRIPORM COVENANTS. Borrower and Lander further coversat and agree as fellows:

bus statuta, consider Tutte while attorneys' from and costs of doors g, but not implied to, rese ed by the Mortgage to be harmodicing due and payable without processing all expen-latificial processing. Londer shall be entitled to collect in such processing all expenred on ar before the date specified in the notice, Lender, at Lender's option, may be Moragage to be humosholey due and payable without facilies demand and may orned to su estate the memorial and default or any other defea or said and it will be necessary may be the right to rees taget est bas vallagelessa sella etat une socured by this Martgage, foresteeure by Judick: Tw. 2004fing, m sait he mathematicace of M equ alab sa, ereded to no staterd state eres et ere Mal had! (b) han themro od turns donered she fred to care such breach; (3) a date, not less then 10 days free : al eathern en i es pe eath an P (#) ⁽⁴ Mar to be more mark to be more than the birth of the more than the more ting) Remodies. Except as provided in perspept 16 becoof, upon Accept breach of any c t of Berrower in this Merigage, including the coremants to pay when declare seems secured by

salismented. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain to full force and effect as if to acceleration had occurred. set in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue de (6) Borrower takes such action as Lender may reasonably require to assure that the item of this Mortgage, der's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' a of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable a lacurated by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in aid be then due under this Mortgage and the Mote had no acceleration occurred; (b) Borrower cures all s discontance at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums sto Berrower's breach, Borrower shall have the right to have say proceedings begun by Lender to enforce this Morter's Might to Moinstain. Notwithstanding Lender's acceleration of the sums secured by this Morrgage

statis of the Property, provided that Bornyer stability is a they be one and payable.