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87162310Form MP-8
Revised 6/86

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1986 SERIES A MORTGAGE

239391-3

This instrument was prepared by:

LINN HAGSTROM

(Name)

DES PLAINES, IL 60016

(Address)

THIS MORTGAGE is made this 26TH day of MARCH 1987 between the
Mortgagor, ANGEL A. VAZQUEZ AND MARIA L. VAZQUEZ, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee.

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
an association organized and existing under the laws of THE UNITED STATES OF AMERICA,
whose address is 4242 NORTH HARLEM,
NORRIDGE, ILLINOIS 60634 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of
NINETY TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars,
which indebtedness is evidenced by Borrower's note dated MARCH 26, 1987 (herein "Note"),
providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and
payable on APRIL 1, 2017:

TO SECURE to Lender (a) 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, and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").
Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the
County of COOK, State of Illinois:

LOT 175 IN SUMMERHILL UNIT 3, A SUBDIVISION OF PART OF SECTION 19
AND 20, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS ACCORDING
TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1986 AS DOCUMENT
86-422064, IN COOK COUNTY, ILLINOIS.

13 00

COOK COUNTY, ILLINOIS
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which has the address of 696 MARINER DRIVE, ELGIN,
ILLINOIS 60120 (Street), (City),
(State and Zip Code) (herein "Property Address").

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property".

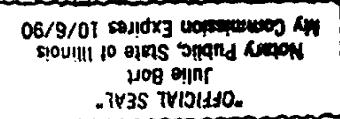
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THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS,
NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM
SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN, DO NOT SIGN THIS NOTE OR

All details of buyer are necessary conditions for the granting of the loan.
The Borrower understands that the agreements and statements of fact contained in the
statement contained in said affidavit to be untrue.
Affidavit, or (iii) if the Lender or the Illinois Housing Development Authority finds any
incorrect, or the Borrower fails to abide by the agreements contained in the Buyer's
(Illinois Housing Development Form MP-6A) are not true, complete and
and primary responsibility of (ii) the Seller made by Buyer's Affidavit
rents or fails to occupy the property described in the Mortgage Note if (i) the Borrower fails
other remedy allowed by law for breach of the Mortgage and Note and exercise any
notice, accelerates all payments due under the Mortgage and Note at any time without prior
The Borrower agrees that the lender or its assignee may, at any time without prior
Mortgage or the Note, the provisions of this Addendum shall control.
event of any conflict between the provisions of this Addendum and the provisions of the
which is secured by the Mortgage are expressly made subject to this Addendum. In the
ADDENDUM. The rights and obligations of the parties to this Mortgage and the Note
are governed by the laws of the state of Illinois.

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ATTN: LINN HAGSTROM
DEPT. RECORD AND RETURN TO :
2454 DEMPSTER
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
RECORDED AND RETURNED *[Signature]*



My Commission expires:

Given under my hand and affixed seal this 26th day of July, 1982
free and voluntary act, for the uses and purposes herein set forth.
Signed and delivered the said instrument as THEIR
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They
personally known to me to be the same persons(s) whose name(s) ARE
do hereby getherly ANGEL A. VAZQUEZ AND MARIA L. VAZQUEZ, HUSBAND AND WIFE
a Notary Public in and for said county and state.
County ss: Cook
STATE OF ILLINOIS

MARIA L. VAZQUEZ / HER WIFE
- Borrower
ANGEL A. VAZQUEZ
- Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including
actually received.
22. Release. Upon payment in full sums secured by this Mortgage, Lender shall release this Mortgage without charge to
Borrower. Borrower shall pay all costs of recording, if any.
23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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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 a 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, 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 Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage 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 Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof 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. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents.

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Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

permitted into and shall amend and supplement the coverments and agreements of this Mortgage as it the rider were a part hereof.

unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or
severed by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible in whole or in part, the sum necessary to make the property habitable and safe for occupancy shall be applied to repair and the balance to restoration. The sum so applied shall be paid to the Lender by the Borrower or his surety within 30 days from the date of the notice of damage.

The insurance carrier providing the insurance which is to be provided under such approval shall not be liable for any damage or loss resulting from the failure of the insurance company to pay claims or to renew policies, if the insurance company has not made arrangements with the insurance carrier to do so.

In such amounts and for such periods as Lender may require provided, that Lender shall not require that the amount of such coverage shall exceed that amount or corecharge required to cover the sums secured by this Mortgage.

which appears to be a problem. The same mechanism may also apply to the formation of hazards such as landslides.

any such loan so long as Borrower shall agree to pay him in writing to whomsoever such loan may be made, and to acceptable to Lender, or shall in good faith confess, such lien by, or demand enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the Property or any part thereof.

shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any item which shall be liable as Borrower shall be liable to the amount of the obligation secured by such item in a manner

vided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee named under paragraph 2 hereof or, if not paid in such manner, by Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph, and in the event Borrower

the Property which may attain a profit by over this Mortgage, and leasehold payments or ground rents, if any, in the manner pro-
4. Charges: lenses, Borrower shall pay all taxes, assessments and other charges, lines and impossibilities attributable to
any future advances.

and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under and paragraphs 2 hereof, then to interest payable on the Note, and then to the principal of the Note, and then to interest and principal on

3 Application as a result against the sums secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender under this Note in order to the sale of the Property or its acquisition by Lender. Any Funds held by Lender at the time of

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 within 30 days from the date notice is mailed by Lender to Borrower.

repaired to Borrower or credited to Borrower on monthly installments of Funds, if the amount of the Funds held by Lender shall assessments, insurance premiums and ground rents as they fall due, at Borrowers option, either promptly upon demand or at the end of the period for which such amounts were paid, or at such other times as Lender may designate.

Each debt to the Funds was made, the Funds are pledged as additional security for the sums secured by this mortgage.

est to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which power, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which the same were made. The Lender shall be entitled to the sum secured by this Note.

that interest shall be paid to Borrower, and unless such agreement is made or applicable law requires such language permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage or otherwise, to waive such a provision.

state agency (including Leander) is such an institution). Leander shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents and other charges or so holding and applying the Funds, analyzing said account, or exercising powers granted to it under the laws and regulations of the State of Texas.

Time by lender on the basis of assessments and bills and reasonable estimates thereof.

and ground rents (*reduks*) to one-half of the yearly taxes and assessments which they receive.

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 installments of principal and interest as provided in the Note.

neless evidenced by the Note, payment and late charges as provided in the Note, and the principal of and interest on any
future advances secured by this Mortgage.

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