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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 19, 1982. The mortgagor is Roberto Romo & Angela Romo, his wife, in joint tenancy ("Borrower"). This Security Instrument is given to National Security Bank of Chicago, which is organized and existing under the laws of the United States of America and whose address is 1030 West Chicago Avenue, Chicago, IL 60622 ("Lender"). Borrower owes Lender the principal sum of Five Thousand NO/100-- Dollars (U.S. \$5,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 30, 1989. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 13 and the East 10 feet of lot 14 in block 1 in Allport's subdivision of the North 3/8 of the East 1/3 of the West 1/2 of the Northeast 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY RECORDING
REC'D # 12 4-13-82 4533
TMA444 TRAN 1301 08/09/87 10:01:00
DEPT-Q1 RECORDING
Permanent Tax No: 13 35 202 014 ABO
alp

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which has the address of 3420 West Medill Avenue Chicago
(Street) (City)

Illinois 60647 ("Property Address")
(Zip Code)

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

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STATE OF ILLINOIS, Cook County ss:	
I, Kim M. Sylvie, do hereby certify that Robert Romeo & Angela Romeo, his wife, in joint tenancy	
do hereby convey to me to be the same person(s) whose name(s) are	
personally known to me before the same person(s), witness,	
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he	
signed and delivered the said instrument as <u>Robert Romeo</u> , free and voluntary act, for the uses and purposes herein	
set forth.	
Given under my hand and official seal, this, 24th day of March, 1987.	
My Commission expires: MY COMMISSION EXPIRES NOV. 17, 1987 NOTARY PUBLIC No. 3 STATE OF ILLINOIS Loyola University Bank of Chicago 400 South Dearborn Street Chicago, Illinois 60603 Notary Public	
This instrument was prepared by <u>Robert Romeo</u>	
1030 W. Chicago Avenue Loyola University	

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

—Borrower
.....(Seal)

Roberto Romo

—Borrower
.....(Seal)

Angela Romo

—Borrower
.....(Seal)

Angela Romo

- | | |
|--|--|
| <p>19. Acceleration; Remedies. Lender shall have notice to accelerate 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 date specified in the notice may result in acceleration of the sums secured by this Security Instrument, for collection 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 proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured 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 attorney fees and costs of title evidence.</p> <p>20. Lender in Possession. Upon acceleration of redemption paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption under paragraph 19 or acceleration of the Property, by agent or by judicial appointment of a receiver who shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those collected by Lender or the receiver shall be entitled to payment of the costs of management of rents, including, but not limited to the sums secured by this Security Instrument, including, but not limited to, reasonable attorney fees, premiums on reccivers' bonds and reasonable attorney fees, and then to the same sums secured by this Security Instrument, including, but not limited to, reasonable attorney fees, and then to the sums secured by this Security Instrument without charge to Borrower. Borrower shall pay any reexecution costs.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument the covrants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covrants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument as if the rider(s) were a part of this Security Instrument.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead except in the Property.</p> <p>23. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covrants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covrants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument as if the rider(s) were a part of this Security Instrument.</p> | <input checked="" type="checkbox"/> Other(s) [Specify] Home Improvement
<input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Planned Unit Development Rider
<input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider
<input type="checkbox"/> 2-4 Family Rider |
|--|--|

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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.

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If the due amount of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid at Borrower's option, either promptly or credit to Borrower or to Lender prior to the due date of the Funds. If the amount necessary to make up the deficiency in one or more payments is less than the sum required by Lender, Borrower shall pay to Lender any amount outstanding to pay the escrow items when due. Borrower shall pay to Lender the amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender shall apply to the sale of the Property or its acquisition by Lender. Lender shall apply to the immediate application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 should be applied first to amounts payable under paragraph 2; second to interest; and last to principal.

4. Charges; Liens. Creditor shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due directly to the person named in paragraph 1B or, where makes these payments directly, Borrower shall furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly to Lender, Lender shall furnish to Borrower all notices of amounts to be paid under this paragraph, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due directly to the person named in paragraph 1B or, where makes these payments directly, Borrower shall furnish to Lender to be paid under this paragraph, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall agree to the payment to Lender by Lender.

5. Evidence of Payments. Borrower shall furnish to Lender a copy of the payment record of the escrow agent, or other records of the escrow agent, showing the payment of the amount required by Lender, unless Borrower has furnished to Lender a copy of the payment record of the escrow agent, or other records of the escrow agent, showing the payment of the amount required by Lender.

1. Payment of Principal and Interest; Borrower and Lender covenant and agree as follows:

The principal of and interest on the debt evidenced by the Note and any payable at late charges due under the Note.

2. Funds for Taxes and Insurance. Subsidiary to the Note and any late charges due under the Note.

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current or future escrow items.

State Agency (including the Board of Regents in institutions such as the Funds to pay the escrow items.

Lender may not charge for holding and applying the Funds, unless account of verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender agrees in writing that interest shall be paid on the Funds, unless an agreement to the contrary is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and Lender gives up to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and under this Agreement.

purposes for Borower, who each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Agreement.