## CIALS Cons

trument prepared by: Diane 1. Cousineau 2 Plaza Bank Norridge Illinois

7460 W. Irving Park Road Norridge, Illinois 60634

BON 15

COOK COUNTY, ILLINOIS FILED FOR RECORD

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#### MORTGAGE

[Space Above This Line For Recording Data]

4	THIS MORTGAGE ("Security Instrument") is given on
ĺ	10 86 The marketoneric Rayl Alaniz and Cathle D. Alaniz, his wife
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	Plaza Bank Norridge Illinois , which is organized and existing under the laws of Illinois , and whose address is
1	under the laws of
100	7460.WaIry'rg Park Koada Norridge IIIInois Dubid Novice and Novice ("Lender").
_ `	7460 W. Iry's Park Road. Norridge. Illinois 60634 ("Lender").  Borrower owes Lender the principal sum of Fifty Two Thousand Dollars and NO/100  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
,	dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
3	paid earlier, due and payable on December 30x 1988
$g \sim$	secures to Lender: (a) the regayment 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
i	Security Instrument; and (c) the renormance of Borrower's covenants and agreements under this Security Instrument and
\ \	the Note. For this purpose, Borrower was hereby mortgage, grant and convey to Lender the following described property
$\sim$	located in
223695	
, ,	
13	LOT 48 AND WEST 17 FEET OF LOT 49 IN BLOCK 4 IN JOHNSON'S SUBDIVISION,
$\omega$	NORTH 1/2 AND WEST 1/2 AND SCUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39,
1	RANGE 14 NORTH, EAST OF THE THICH PRINCIPAL MERIDIAN, IN COOK COUNTY,
,0	ILLINOIS.
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	PIN: 17-19-307-034-0000 -
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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 seised 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.

# UNOFFICIAL COPY

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	Given under my hand and official seal, i
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ared before me this day in person, and acknowledged that the .y	and the common and the company that is \$P\$ (A) \$P\$ (A
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	do hereby certify that Raul Alaniz ar
Aotary Public in and for said county and state,	pausisiapun auji L
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Cathle D. Alaniz, his wife — Borrower	er i den er
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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 drie of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower bot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amor, tzp.ion 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 ran rtization 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 Bruzu; 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 reard 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: (2) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) ary 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 oduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 Securily Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stars specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument and 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 Len ser v hen given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal tax 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 Ins r.v.nent 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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requesting payment.

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Mote rate and shall be payable, with interest, upon notice from Lender to Borrower Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

see title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preservation and Maintenance of Property; Lesseholds. Borrower shall not destroy, damage or substantially

instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principt is, all not extend or

when the notice is given. applied to the sums secured by this Security Instrument, whether or not then due, with any large paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that it is insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 50-day period will begin restoration or repair is not economically feasible or Lender's security would be lessened, he insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's recurity is not lessened. If the

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender requires, Portower shall promptly give to Lender all receipts of paid premiums and renewal notices, In the event of loss, Borrower had give prompt notice to the insurance All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extended soverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the improven ents now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain prior. Creet this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien ( ) is Security Instrument. If Lender determines that any part of Borrower shall promptly discharge any it in which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any part of the lien and the enforcement of the lien or forfeiture of any part of the lien and the enforcement of the lien of the lien and the enforcement of the lien of the lien and the enforcement of the lien and the lien and the lien and the enforcement of the lien of the lien and the lien of the lien and the enforcement of the lien of the lien and the lien and the enforcement of the lien of the lien and the lien of the lien and the lien of the lien of the lien of the lien and the lien of the lien and the lien and the lien and the lien of the lien and the lien and the lien and the lien and the lien of the lien o

receipts evidencing the payments.

pay them on time directly to the person owe, a payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender Chargest Liens. Bornwer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in he manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Note; third, to amounts payable ut der paragraph 2; fourth, to interest due; and last, to principal due, paragraphs I and 2 shall be appled: first, to late charges due under the Note; second, to prepayment charges due under the

application as a credit (gair at the aums secured by this Security Instrument.

3. Application Caraments. Unless applicable law provides otherwise, all payments received by Lender under

any Funds held by Under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately print the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Upon payre it in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount, necessary to make up the deficiency in one or more payments as required by Lender at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Finds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement 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. 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 render pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Londer may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless 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 the escrow items.

basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the leaschold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 2. Funds for Laxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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

1. Fayment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of an interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.