

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... April 24th, 1987. The mortgagor is ..... Rose Hernandez ("Borrower"). This Security Instrument is given to ..... National Security Bank of Chicago, which is organized and existing under the laws of ..... State of Illinois, and whose address is 1030 N. Chicago Avenue, Chicago, Illinois 60622 ("Lender"). Borrower owes Lender the principal sum of Eleven Thousand Six Hundred Thirty Two Dollars and ..... 00/100 Dollars (U.S. \$ 11,632.00). 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 ..... April 25, 1992. 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 16 in Chandler's subdivision of that part North of Taylor Street in block 6 of Morris and others' subdivision of the West Half of the South West Quarter of Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Tax No. 17-18-316-070-0000

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which has the address of ..... 2236 West Taylor Street ..... Chicago  
[Street] ..... [City]  
Illinois ..... 60612 ..... ("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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This instrument was prepared by: Francis Kero 1030 W. Chicago Ave. Chicago, Illinois

Library Public

*John C. and J.*

ISSUED BY COMMISSIONER OF POLICE, KARACHI, PAKISTAN  
17.1.1987

Given under my hand and officially sealed, this 24th day of April, 1919. 87

..... personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he ....., signed and delivered the said instrument as ....., there ....., free and voluntarily act, for the uses and purposes herein

I, KLM M. SYLVIE, do hereby certify that Rose Hermanns is a Notary Public in and for said county and state.

STATE OF ILLINOIS. Cook County.

By SIGNING Below, Partyholder accepts to the terms and conditions contained in this Security Instrument and in any riders) except as to Borrower and recorded with it.

2-3 Family Rider       Adjustable Price Rider       Randommium Rider  
 Grandparent Rider       Planned Unit Development Rider  
 Other(s) [Specify] HOME IMPROVEMENT

23. **Wife(s) or Husband(s)** Doctor's name \_\_\_\_\_  
24. **Security Instruments**; if one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the coverments of each rider shall be incorporated into and shall be a part of this Security  
Instrument; if one or more riders are executed by Borrower and recorded separately:

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 judgment sale, Lender (in person, by agent or by judicial process) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of appurtenant realty which shall be entitled to receive payment of all sums secured by this Security Instrument without notice to Borrower. Fees and costs of title evidence.

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 recording costs.

19. Acceleration of any conversion of or prepayment of Borrower's Non-Defaulted Obligations. In the event of any conversion of or prepayment of Borrower's Non-Defaulted Obligations prior to acceleration following Borrower's default under paragraph 13 and 17, the notice shall give notice to Borrower prior to acceleration of such conversion or prepayment.

20. Acceleration of any conversion of or prepayment of Borrower's Defaulted Obligations. In the event of any conversion of or prepayment of Borrower's Defaulted Obligations prior to acceleration following Borrower's default under paragraph 13 and 17, the notice shall give notice to Borrower prior to acceleration of such conversion or prepayment.

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

**BOX  
359**

37322(6)16

**BOX 359**

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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 a 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 Joint; 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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Lender may take action under this paragraph 7, Lender does not have to do so.  
Any summons disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument.  
Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Borrower fails to perform the terms of the mortgage contract.** If Borrower fails to perform the terms of the mortgage contract, Lender's rights in the Property may be terminated or reduced to the mere right to sue for damages.

6. Preservation and Maintenance of Property; Leasesholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease and it Borrower acquires fee title to the Property, the leasehold and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause guaranteeing payment.

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

Barrower shall promptly disclose, to any licen which has prority over this Security Instrument unless Barrower: (a) agrees in writing to the payment of the obligation; secured by the licen in a manner acceptable to Lennder; (b) consents in good faith the licen by, or defends against enforcements of, the licen in, legal proceedings which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (c) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (d) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (e) secures from the holder of the licen any amendment of the licen by, or defends against enforcements of, the licen in, legal proceedings which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (f) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (g) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (h) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (i) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (j) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (k) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (l) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (m) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (n) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (o) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (p) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (q) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (r) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (s) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (t) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (u) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (v) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (w) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (x) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (y) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture; or (z) any other circumstances which in the Lennder's opinion operate to pre-empt the licen or any part of the licen or forfeiture.

4. **Charges:** Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the principal.

Property which may attain priority over this Security instrument, and leschold paymens or ground rents, if any, Borrower shall pay these obligatons in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time paid under this paragraph. If Borrower makes these paymens directly, Borrower shall promply furnish to Lender receipts evidencing the paymens.

application can be made to the relevant authority under paragraph 1 and 2 should be applied; first to amounts payable under paragraph 2; second to interests; and last to payments received by the relevant authority otherwise.

amount necessary to make up the deficit in one or more payments as required by Lender.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall pay to Lender at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds, all the amounts of the Funds held by Lender which is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount of the Funds held by Lender which is not sufficient to pay the escrow items when due.

reduces the risk of loss due to market fluctuations. The Fund's assets are invested in a diversified portfolio of stocks and bonds, which helps to minimize risk and maximize returns over the long term.

The Funds shall be held in an institution the details of which are inscribed or guaranteed by a federal or state agency if Lennder is such an institution. Lennder shall apply the Funds to pay the escrow items.

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 accrue during the year; (b) yearly insurance premiums; (c) yearly hazard insurance premiums; (d) yearly security instrument premiums; (e) yearly leasehold payments or ground rents on the Property, if any; (f) yearly items are called "cross-mortgage insurance premiums"; if any. These items are estimable at current market value.

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay