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This instrument was prepared by: GreatAmerican Fed. S & L James D. O'Malley

MORTGAGE

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8733563
THIS MORTGAGE is made this. 16th 19 between the Mortgagor ANTONIO NAVARRETE AND ANTONIETA NAVARRETE, MARRIED TO EACH OTHER AND LUIS A. SANTAMARIA, MARRIED TO ANTONIA BRAVO DE SANTAMARIA (herein "Borrower"), and the Mortgagee, Great American Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 1001 Lake Street, Oak Park, Illinois 60301 (herein "Lender").
no/100 NHEREAS, Borrower is indebted to Lender in the Principal sum of . Sixty Thousand and
Dollars, which indebtedness is evidenced by Borrower's note dated. April 16 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sconer paid, due and payable on May 1997;
To Secure to Lender (2) 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 in reon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does nereby mortgage, grant and convey to Lender the following described property located in the County of
THE NORTH 5 FEET OF LOT 23 ALL OF LOT 24 IN BLOCK 3 IN ARMITAGE AND NORTH 40TH AVENUE ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NUPLE EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 13-34-232-004
which has the address of 2047 KEYSTONE AVE. CHICAGO [Street] [City]
IL 60639 (herein "Property Address"); [State and 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, 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".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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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 actually received.

21. 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 Mortgage when evidenced by nom ssory 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 US \$. 16.000.00....

22. Release. Jp p payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shill pay all costs of recordation, if any.

23. Waiver of Home and. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Porrower has executed this Mortgage.

his document is executed by ANT	ONIA BRAVO DE SANTA	MARIA anto	uio navarrete	
his document is executed by	Luciviax all Homosica	ANTONIO N	IAVARRETE	Borrower
dely for the purpose of expressions and any marital right to the	io preperty as may be	ANTONIETA	NAYARRETE	—Borrower
the Statutes of the	State of Illinois.	Tuiste A. SAN	Emelomaria.	Dorrower
		15 knua	Bravo Sontam VO DE SANTAMARIA	ana.
STATE OF ILLINOIS,	. ,	Code	. County ss:	
1,4he	undersigned.		a Notary Public in and	for said county and state,
do hereby certify that	ANTONIO NAVARRETE	AND ANTONIET	A NAVARRETE, MARRI	ED TO EACH
SANTAMARIA AND A	A personally NTONIA BRAVO DE SAN egoing instrument, appeare	TAMARIA, MARR	LED TO EACH OTHER	•
signed and delivered	the said instrument asthe	air free ar	nd voluntary act, for the	vices and purposes therein
set forth.		0		175.
Given under my My Commission expir	hand and official scal, this $e^{-3} - 87$	day	of Jens	, 19.£1.7.
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	ECORDING TRAN 4974 96/19/87 99: A #-87-3356 20UNTY RECORDER			
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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. 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.

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 Provinty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle o 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 same secured by this Mortgage.

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

10. Borrower Not Reserved. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lead'er 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. Leader 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 my 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 no 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 Joveral Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall into e to, the respective successors and assigns of Lender and Borrower, 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 Nortgage are for convenience only and are not to be used to intercret or define the provisions beyond. 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 distinguish by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to I ender's address stated herein or to such other address as Lender may designate by notice to Borrower a 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 approxible 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; Assumption. If all or any part of the Property or an interest the cin is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or escun brance subordinate to this Mortgage. (b) the creation of a purchase money security interest for household appliances. (1) 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 the sums secured by his Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or ransfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the creat of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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 toreclosure, 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 began by Lender to enforce this Mortgage discontinued at any time

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insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and 7. Protection of Lender'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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disbursement of aums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of aums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of casonable attorney's fees and entry upon the Property to make repairs. 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 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 insurance in effect until such time as the required mortgage.

were a part hereof.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration 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, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development ider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider abalt be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider when the property protection and shall amend and supplement the covenants and agreements of this Mortgage as it the rider when the protection and stable into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider

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Or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal half not extend or postpone the due date of the monthly installments referred to in paragraphs I and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any installmence policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for an analysis Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration of the Property be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage 5 an the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or at Borrower fails to respond to Lenger within 30 days from the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically leasible and the security of this Mortgage is not thereby impaired. It such restoration or repair is not economically leasible or it the security of this Mortgage would

ру Вотгомег. All insurance policies and renewals thereof shall be in form acceptable to "ender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewal notices and all teceit is of paid premiums. In the event of loss, and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may reake proof of loss if not made promptly form paid insurance carrier and Lender. Lender may reake proof of loss if not made promptly

insurance carrier.

such coverage exceed that amount of coverage required to pay the arms secured by this Mortgage.

The insurance carrier providing the insurance shall be choser by florrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premittee or insurance policies shall be paid in the manner provided unider paragraph 2 hereof or, if not paid in such manner, by B or over making payment, when due, directly to the provided unider paragraph.

against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such and for such periods as Lender may req." of provided, that Lender shall not require that the amount of

Large in the insurance, Borrower shall keep the improvements now existing or bereafter erected on the Property insured provided under paragraph 2 hereof or, if now paid in such manner, by Borrower making payment, when due, directly to the provided under paragraph 2 hereof or, if now paid in such manner, by Borrower making payment, when due, directly to the payment, and in the event Borrower shall promptly furnish or Lander all motives of amounts due under this paragraph, and in the event Borrower shall promptly discharge any lien whith a has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrow er shall agree in writing to the payment of the obligation secured by required to discharge any such lien so long as Borrow er shall agree in writing to the payment of the obligation secured by lien in a manner acceptable to Lender, or shall in got d laith contest such lien in the property or any part thereof, legal proceedings which operate to prevent the enforcement of the property or any part thereof.

the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner Chargest Liens. Borrower shall pry all taxes, assessments and other charges, fines and impositions attributable to principal on any Enture Advances.

3. Application of Payments Unless applicable law provides otherwise, all payments received by Lender the Note and paragraphs I and 2 here. I shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to be applied by Lender the Note, then to the Principal of the Note, and then to interest and ander paragraph 2 hereof, then to be applied on the Note, then to the Note, and then to interest and and and the Note.

by Lender to Borrow er requesting payment heceasm) in make up the deficiency within 50 days from the date house is maked by Lender to Borrow er requesting payment hereof.

Upon payment is first angraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later their immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by shall apply, no later their immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender as an including prior is a seried against 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 to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground tents as they fall due, such excess shall be, at Borrower's option, either promptly reladit to Borrower or credited to Borrower or credited to Borrower or pay taxes, assessments, insurance premiums and ground rents as they fall due, held by Lender shall pay to be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, and be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, between the factor of the factor

by this Mortgage. shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

working that interest on the runne shall be required to pay Borrower, and unless such affecting and debits to the Funds. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall the said the forms to the runner as and debits to the Funds and the 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 Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable, law or veritying and compiling said assessments and bills, unless Lender pays Borrower interest on the Fonds and applicable law insurance premiums and ground tents. Lender may not charge for so holding and applying the Funds, analyzing said account. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agersments.

2. Funds for Taxes and Insurance. Subject to applicable has or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly installments 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 yearty taxes and assessments which may attain priority over this Mortgage, and ground tents on the Property, if any, plus one-twelfth of yearty premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time to time of yearty 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 tensonable estimates thereof.

The Funds shall be field in an institution the deposits or accounts of which are insured or anaranteed by a Federal or

on any Future Advances secured by this Mortgage.

1. Payment of Principal and Interest. Borrower shall prompily pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and fate charges as provided in the Note, and the principal of and interest indebtedness evidenced by the Note, prepayment and fate charges as provided in the Note, and the principal of and interest

UNIFORM COVENANTS, BUTTOWEr and Lender covenant and agree as follows: