Mortgagee.

LH 587565

340-003396-9

MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this instrument.

88457556

28TH THIS INDENTURE, made this

day of

SEPTEMBERT-01

19 88 , between \$16 25 TRAN 2715 10/05/88 09:51:00 # D *-88-457658 T#4444

AMADO CABRERA AND FRANCISCA CABRERA, HUSBAND AND WHOM # 10 COOK COUNTY RECORDER

1110 NORTH FRANCISCO AVENUE, CHICAGO, ILLINOIS 60622 . Mortgagor, and CONCOR FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS 2020 EAST FIRST STREET-STE. 300, SANTA ANA, CALIFORNIA a corporation organized and existing under the laws of THE STATE OF ILLINOIS

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delive et by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of

ONE HUNDRED ONE THOUSAND AND 110/100

Dollars (\$ 101,000.00) payable with interest at the rate of TEN AND ONE HALF

%) per annum on the unpaid balance until paid, per centum (10.500 and made payable to the order of the Mortgag e it its office in SANTA ANA, CALIFORNIA 92705

or at such other place as the holder may designate in wiking, and delivered or mailed to the Mortgagor; the said (2) principal and interest being payable in monthly install nents of

NINE HUNDRED TWENTY THREE AND 89/100

NOVEMBER , 19 88, and C. 923.89) beginning on the first day of continuing on the first day of each month thereafter until .b. rote is fully paid, except that the final payment 2018 of principal and interest, if not sooner paid, shall be due and pay b'e on the first day of OCTOBER,

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements berein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK State of Illinois, to wit:

LOT 14 IN BLOCK 3 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14 AND 15 AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTH WEST QUAPFER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-01-302-038

COMMONLY KNOWN AS : 1110 NORTH FRANCISCO AVENUE CHICAGO, ILLINOIS

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage. ings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall

surance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor. ning of the guaranty of the Yeteran Administration on account of the guaranty or insuch advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said ized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorcluding reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, in-THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any

execution or delivery of such release or satisfaction by Mortgagee. tion of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfacand duly perform all the covenants and agreements herein, then this conveyance shall be null and void and If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with

operate to release in any manner, the original liability of the Mortgagor. payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of The lien 10 this instrument shall remain in full force and effect during any postponement or extension of

said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto. liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with Title and Regulation issued thereunder and in effect on the date hereof shall govern the rights, duties and If the independences secured hereby be guaranteed or insured under Title 38, United States Code, such

cirs, executors, administratolo, successors, and assigns of the parties hereto. Wherever used, the singular number shall THE COVENANTS HERE CONTAINED shall bind, and the benefits and advantages shall inure, to the respective

⊕ 3(IL) ₁8709:	Clerk	na auty recorded in Book , page	o'clock	Doc. No. Filed for Record in	AL CO	OPY	Mortgage	STATE OF ILLINOIS
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debtedness hereby	ni adt to a		.sei	of law or otherw	r by operation	rhereof wheth	any transferee	secured or

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- (b) The aggregate of the amounts payable putsuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
 - II. interest on the note secured hereby; and
 - III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor sheat be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The 'essee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain natural insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements the or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she yill pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mill to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgage at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the propert; managed. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishme in of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole c. said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceed-

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on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgaged, and of which the Mortgager is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground tents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground tents, premiums, taxes and assessments.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

AND the said Mortgagor further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contraly notwithstanding), that the Mortgage shall not be required nor shall it have the right to pay, discharge, or remove any 181, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated the (con, so long as the Mortgagot shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings b or on in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so confidence or any part thereof to satisfy the same.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the aums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose an'b orized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indeptedness and shall be payable in approximately equal monthly payments for such period as may be agined upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and nayable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

In case of the refusal or neglect of the Alortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the preparation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgages, shall be payable thirty (30) days after demai d ind shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

To keep said precise, in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material mechanics at a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the Sale of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgaget on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the contifuation of the county, town, village, or city in which the said land is situate, be on said premises, during the contifuation of the county, town, village, or city in which the said land is situate, be on said premises, during the contifuation of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

SAID SAID AND TACK GIVE and agrees:

does hereby expirisly release and waive.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor

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Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 28TH day of SEPTEMBER , 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CONCOR FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS—Lender") of the same date and covering the property described in the Security Instrument and located at:

1110 NORTH FRANCISCO AVENUE, CHICAGO, ILLINOIS 60622

16-01-302-038

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBOR IN ATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument 20 be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S IGOHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shell mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrov a unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the bore it of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to ure tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or mant in the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other light or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in his 1-4 Family Rider.

I goods Calu	(Seal)
ÁMADO CABRERA	-Borrower
From Column	(Seal)
FRANCISCA CABRERA/HIS WIFE	-Borrower
	(Seal)
	-Borrower
	(Seal)
	-Borrower

88-457658

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Property of Cook County Clerk's Office

-82-457658

VA ASSUMPTION POLICY RIDER

340-003396-9

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 28TH day of SEPTEMBER, 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to

CONCOR FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS

its successors and assigns

("Mortgrge") and covering the property described in the Instrument and located at:

1110 NORTA FRANCISCO AVENUE, CHICAGO, ILLINOIS 60622

(Property Address)

Notwithstanding anythir.g 'e the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following.

GUARANTY: Should the Veterans Administration fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan voild normally become eligible for such guaranty committed upon by the Veterans Administration under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at orice lue and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If ill or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable up or transfer ("assumption") of the property securing such loan to any transferree ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Veterans Administration or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall on payable at the time of transfer to the mortgage or its authorized agent, as trustee for the Administrator of Veterar. Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that clready secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgages of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application fo as proval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veteraus Administration for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.
- (c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

(Sea	(Seal)	and Cohen	9
Mortgago	Mortgagor	CABRERA	AMÁDO CABRE
(Seal	E Mortgagor	SCA CABRERA/HIS WIFE	FRANCISCA C

-526 (8803)

VMP MORTGAGE FORMS • (313)293 8100 • (800)521-7291

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