

# UNOFFICIAL COPY

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TF DC 246609 2001

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14 00

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 7, 1988.... The mortgagor is ...Miguel R. Salcedo and Jovita J. Salcedo-husband and wife ("Borrower"). This Security Instrument is given to ....CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION..... which is organized and existing under the laws of...The United States of America....., and whose address is .....115 East Washington, #101 - Bloomington, Illinois 61701..... ("Lender"). Borrower owes Lender the principal sum of ...Seventy thousand and no/100..... Dollars (U.S. \$...70,000.00.....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on .....January 1, 2019..... 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:

East 1/2 of the West 1/2 of Lot 109 in Frederick H. Bartlett's Argo Park Subdivision of Section 13, Township 33 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS

FEE FOR RECORD

1988 DEC 15 PM 1:07

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Permanent Tax Number 18-13-413-052

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which has the address of .....7328 W. 61st Street....., Argos.....,  
[Street] [City]  
Illinois .....60501..... ("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 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.

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170 N. DEADERICK ST., JOLIET, IL. 60431

144

NOTARY PUBLIC OF STATE OF ILLINOIS  
OFFICIAL SEAL

My Communion Expenses: \$5/24/91

(א'ג'ז'ה)

Public Note

Witnesses my hand and official seal this 27th day of December 1988.

(she, she, they)

..... executed said instrument for the purposes and uses herein set forth.  
they (this, her, them)

The undersigned, Miguel R. Salcedo and Jovita J. Salcedo, public record their joint statement that they have executed same, and acknowledge said instrument to be true, before me and in presence of the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or provided to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared before me and signed the same.

STATE OF Illinois ..... COUNTY OF Will .....  
ss: {

Mat 1 to: Champaign Federal Savings  
170 N. Ottawa Street  
Joliet, Illinois 60431

[Space Below This Line For Acknowledgment]

Miguel H. Salcedo  
—BORROWER  
(SEAL) *6-9 dolores*  
Miguel H. Salcedo  
—BORROWER  
(SEAL) *6-9 dolores*

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

Planned Unit Development Rider       Graduate Bay menu Rider       Other(s) [specify] None

23. Riders to this Security Instrument. If one or more riders are executed by Boroower and recorded together with this Security Instrument, the co-creants and agreeements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, the co-creants and agreeements of each such instrument as if the rider(s) were a part of this Security Instrument.

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 recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

20. Legend in Possession. Upon acceleration of the Paragraph 19 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 judicial appointment of receiver) shall be entitled to enter upon, take possession of and manage the Property until it is sold at public auction.

19. Acceleration; Remedies. Lender shall have notice to accelerate following: Breach of any covenant or agreement in this Security Instrument under Paragraphs 13 and 17 unless applicable law provides otherwise; (a) a date notice shall specify; (b) the action required must be cured and (d) that failure to cure the defect within 30 days from the date notice is given to Borrower, by whom such defect must be cured; and secured by this Security Instrument, foreclosed 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 rights of the Noteholder at law without regard to the time when the Note became due and payable. The notice shall further specify the date when the Note becomes due and payable and the date when the Note will become due and payable if the Note is not paid when due.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender, may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Lender under may take action under this paragraph, Lender does not have to do so.

In the Proportionality, Lennder's actions may include paying any sums secured by a lien which has priority over this Security instrument, applying reasonable attorney fees and costs of collection, and recovering his or her legal expenses.

7. Protection of Learner's Rights under the Migrant Workers Law: If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if Borrower fails to enforce his/her rights under the law, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights (regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights.

Change the Property, allow the Property to deteriorate or become waste. If this Security Instrument is on a leasehold, Borrower shall not make any improvements to the leased premises in Writing.

Instrumental immediacy can pass to the recipient through means of the exchange of time and space.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or  
goes above the due date of the monthly payments referred to in Paragraph 1 and 2 of the change in the amount of  
undertakes to pay the principal plus interest 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 sum secured by this Security  
interest is required to any insurance policies and proceeds resulting from damage to the property prior to the acquisition  
of the property by Lender.

When the notice is given, the party may file a petition to pre-empt the right to sue for damages.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moritgage clause. Lender shall have the right to hold the policy premium and renewals, if the event of loss, Borrower shall promptly give notice to the insurance company and Lender to make prompt payment of the amount due under the policy. Lender may make prompt payment of the amount due under the policy and recover the same from Borrower.

3. Hazardous substances. Borrower shall keep the insurance coverage described in the property insurance schedule intact throughout the term of the Note.

notice identifying the item. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over the security interest in the property; and (b) agrees in writing to paymen

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts

NOTES: 4. CHARGES; Items, \$0.10 over shall apply all taxes, assessments, charges, fines and impositions attributable to the property which may arise from this security instrument, and leasehold payments or ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, debts due under the Note, to lease charges due under the Note, to preparements received by Lessor under paragraphs 1 and 2 shall be applied; first, to lease charges due under paragraph 2, fourth to lesser debts due under the Note; fifth to lesser debts due under the Note; second, to preparements received by Lessor under the Note.

application as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums due, the Debtor shall pay to the Creditor the amount of the principal sum due, plus interest thereon at the rate of six percent per annum, from the date of the original note.

at Borrower's option, either promptly repaid by Lender or extended to Borrower on monthly payments of principal to pay the secured items when due. Borrower shall pay to Lender any amount of interest accrued on the unpaid principal balance in accordance with the terms of this Note.

If the amount of the Funds held by Legendre, 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, the excess shall be, in the discretion of the escrow items, paid over to the escrow agent.

shares Segecility instruments.

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, and the Lender shall agree to pay Borrower any amounts due under this Agreement.

Under pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may apply the account of prepaying the principal items, unless otherwise provided in the Note.

The Funds shall be held in an institution the deposits of which are insured by a general or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

These hold payments or ground rents on the property, if any. These items are called "scavow items". Lender may estimate the funds due on the mortgagor's insurance premiums, if any. These items are called "scavow items". Lender may estimate the funds due on the

to Lender on the day monthly payments are due under the Note, unless the Note is paid in full, in sum ("Funds"), equal to one-twelfth of (a) yearly taxes and assessments which may accrue over this Security Instrument, (b) yearly