UNOFFICIAL

#200008141-1

Allison B. Dunnese Goldone Acceptance Comporation 2001 Midwest Road; Suite 209 -----Dakbrook, IL 60521

MORTGAGE

88915627

THIS MORTGAGE is made this day of ... January 1988... between the Mortgagor... Juan Roman and Esther, Roman, his wife, in Joint, Tenency...... (herein "Borrower"), and the Mortgagee.a corporation organized and existing under the laws of New York State (herein "Lender"). WHEREAS. Arrower is indebted to Lender in the principal sum of U.S. 5. 55,000.00 which indebte an en is evidenced by Borrower's note dated . January 7, 1986 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness. if not sooner paid, (ue and payable on February 1, 2018 TO SECURE to Lender 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 Morigage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant Illinois:

Lot 8 in Block 6 in Cuyler's Addition to Ravenswood, a Subdivision of the South West 1/4 of the South East 1/4 (except railroad) of Section 18, Township 40 North, Range 14, East of the Third Of County Principal Meridian, in Cook County, Illinois.

LEPT-01 RECORDING FEE222 TRAN 8955 91/12/66 12:37:04 #5772 # 28 ★─88─016627 ***~88~01**6627 COOK COUNTY RECORDER

1919 West Belle Plaine Chicago which has the address of [Street] 10:05 (herein "Property Address"); [Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements. rights. appurtenances and rents all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ILLINOIS-second mortgage-1/80-fnma/fhunc uniform instrument

Form 3814

UNOFFICIAL COPY

Oakbrook, Illinois 60521 2001 Midwest Road, Suite 209 Goldane Acceptance Corporation :OT JIAM (Space Below This Line Reserved for Leader and Recorder)-Stopology Of C WY COMMISSION EXPIRES 10/10/50 KATATA OF EACH STATE OF LANDIS My Commission expires: Durant Tit Given under my hand and official seal, this . . dth. . . 3. free voluntary act, for the uses and purposes the α in set forth. I, the undersigned, ..., a Notary Public in and for said county and state, do hereby certify that ..., then Romand and Esther. Roman, ints. in, Joint, Tenancy. ... attent Romand and person(s) whase name(s) ... attention to me to be the same person(s) whase name(s) ... attention to me to be the same person(s) whase name(s) ... attention and solve and acknowledged that . L. he V. signed and delivered the said instrument appeared before me this day in person, and acknowledged that . L. he V. signed and delivered the said instrument as 9259. ц. ру. P399. County ss: LY YTAESS WHEREOF, Borrower has executed this Mortgage. default under the superior encumbrance and of any sale or other foreclosure action. priority over this Mortgage to give Motice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

charge to Borrower. Borrower shall pay all costs of recordations, if any.

21. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.

account only for those tents actually received.

20. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without

Uniform Covenants. Sor over and leader some lant an lyence as follows

1. Payment of Principal and Interest Bostower small promptly pay

indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments 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 yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly 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 reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law 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 requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by 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. (ssy syments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option. either promptly repaid to Burtower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Upon payment in full of all sums secreed by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1 Le of the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a redi. against the sums secured by this Mortgage.

3. Application of Payments. Unless application law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest parable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust: Charges: Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes. assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended overage", and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender: provided. that such approval shall not be unreasonably withheld. All insurance policie, and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Deregoments. Berrower 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, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. 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 insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, 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. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the Lender shall not be required to commence proceedings against such successor or refuse to extend time for shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. tion of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower 10. Borrower Not Released; Forbearance By Lender Not a Wairer. Extension of the time for payment or modifica-

several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Rorrower's interest in the Property. the Note without that Borrower's consent and without releasing that Borrower or modifying this Morrgage as to that may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder mortgage. grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage. (b) is

Mortgage shall or deemed to have been given to Borrower or Lender when given in the manner designated herein. such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail

.กเอวอดี costs". "expenses" and attentys fees" include all sums to the extent not prohibited by applicable law or limited provision, and to this (nd the provisions of this Mortgage and the Mote are declared to be severable. As used herein, conflict shall not atter contisions of this Mortgage or the Note which can be given effect without the conflicting this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the

10. Ted noitabroser resordation her, 10 14. Borrower's Copy. Borrow : shall be furnished a conformed copy of the Note and of this Mortgage at the time of

rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection may require Borrower to execute and delifer to Lender, in a form acceptable to Lender, an assignment of any tion, improvement, repair, or other loan 'greenent which Borrower enters into with Lender. Lender, at Lender's option. 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilita-

in it is sold or transferred (or if a beneficial interest ir Borrower is sold or transferred and Borrower is not a natural 16. Transfer of the Property or a Beneficial in legest in Borrower. If all or any part of the Property or any interest with improvements made to the Property.

If Lender exercises this option, Lender shall give Birrawer notice of acceleration. The notice shall provide a federal law as of the date of this Mortgage. sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all

voke any remedies permitted by this Mortgage without further notice of demand on Bortower. secured by this Mortgage. If Bortower fails to pay these sums prior to the expiration of this period, Lender may inperiod of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums

17. Acceleration; Remedies. Except as provided in paragraph 16 her of, upon Borrower's breach of any core-NON-UNIFORM COVENANTS. Bottower and Lender further cover and agree as follows:

द्याogəs əllil foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of declare all of the sums secured by this Mortgage to be immediately due and payable without furth r demand and may foreclosure. If the breach is not cured on or before the date specified in the notice, Lender's option, may assert in the foreclosure proceeding the nonexistence of a default or any other defense of two mover to acceleration and sale of the Property. The notice shall further inform Borrower of the right to reinstate acts, exceleration and the right to in the notice may result in acceleration of the sums secured by this Mortgage, foreclostice by judicial proceeding, and to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified the breach; {2) the action required to cure such breach; (3) a date, not less than 16 days from the date the notice is mailed Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) nant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this

in full force and effect as if no acceleration had occurred. unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Morrgage. enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all gage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mort-18. Borrower's Right to Reinstate. Motwithstanding Lender's acceleration of the sums secured by this Mortgage

abandoninent of the Property, have the right to collect and retain such rents as they become due and payable. Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or 19. Azzignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to

Form 3814 bonds and reasonable attorners fee os oldsil od llada sovioco management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a

Borrower

UNOFFICIAL: GOPY 7

ADJUSTABLE RATE RIDER

(1 Year, 3 Year or 5 Year Treasury Index — Rate Cap)

THIS ADJUSTABLE RATE RIDER is made thi	s <u> 7th</u> d	lay of <u>Janu</u>	ary	وا	and is
incorporated into and shall be deemed to a instrument?) of the same date given by the use Goldone	mend and suppl ndersigned (the "	ement the Mor Borrower') to s	tgrge, Deed of Tru ecure Borrower's Ac	Sjustable Rate Note (th	he "Security se "Note") to he "Lender")
of the same date and covering the property	described in the	Security Instru	ment and located a	it:	
1919 West Belle Plaine Chicago.	[]]inois 606	13			
	Prope	erty Address		•	
THE NOTE CONTAINS PROVIS MONTHLY PAYMENT. THE BORTHE NOTE.					
Additional Covenant , h) addition to the covenant and agree as follows:	enants and agrees	ments made în	the Security Instru	nent, Borrower and Le	onder further
A. INTEREST RATE AND MONTHLY PAYM. The Note provides for an injury or terest rate of payments, as follows:	IENT CHANGES	_ %. The Note	provides for changes	in the interest rate and	the monthly
4. INTEREST RATE AND MONTHLY PAYM	ENT CHANGES;	BORROWERS	RIGHT TO LIMIT	PAYMENT	
(A) Change Dates The interest rate I will pay may change	on the first day o	иFebr	יעמפער		on that day
every 17 month thereafter. (a) The Index	ch date on which	h my interest ra	ate could change is	called a "Change Da	ie.
Beginning with the first Change Date, m United States Treasury securities adjusted Board. The most recent Index figure availf the Index is no longer available, the Nate Holder will give me notice of	to a constant mate ilable as at the d lote Holds, sall	urity of1 ate 45 days bet	year(s), as ma fore each Change [ide available by the Fed Date is called the "Cu	deral Reserve
(C) Calculation of Changes Before each Change Date, the Note Hol	der will calculate	e ary new inter	est rate by adding.	Three and One Hali	-
additionto the nearest one-eighth of one p amount will be my new interest rate until	%) to to excentage point ((he Current Indo 1125 a) Subject	ex. The Note Holde t to the limit stated i	er will then round the in Section 4(D) below, t	result of this this rounded
payment that would be sufficient to repa maturity date at my new interest rate in	y the unpaid pric	ncipal tha (17.0	expected to owe .	at the Change Date in	i full on the
of my monthly payment.	substantially equ	ai payments, i	no result of this ca	Kuistion will be the i	new amount
(D) Interest Rate Limit My interest rate will never be greater that	16.75	o _{r.}	7		
(E) Effective Date of Changes My new interest rate will become effective	e on each Change				
on the first monthly payment date after t (F) Notice of Changes The Note Holder will deliver or mail to m	ne a notice of any	changes in my	interest rate and the	e amount of my month	thy payment
before the effective date of any change. I and telephone number of a person who					ilso the title
BL TRANSFER OF THE PROPERTY OR A B Uniform Covenant 17 of the Security Instrum	ent is amended t	o read as folio	ASI	0/5:	
Transfer of the Property or a Beneficial Interestor if a beneficial interest in Borrower is sold or Lender may, at its option, require immediate phall not be exercised by Lender if exercise is not exercise this option if: (a) Borrower cause transferee as if a new loan were being made to be impaired by the loan assumption and that the Lender.	transferred and Bo sayment in full of prohibited by Fed s to be submitted o the transferee; a	orrower is not a f all sums secu- deral law as of t to Lender info and (b) Lender	natural person) with red by this Security he date of this Security reasonably determined by reasonably determined	out lender's prior writ. Instrument, However, urity Instrument, Lender to evaluate the nest that lender's security that lender's security.	ion consent, this option er also shall he intended tity will not
To the extent permitted by applicable law, Lende Lender may also require the transferee to sign a o keep all the promises and agreements made under the Note and this Security Instrument	in assumption agi in the Note and	reement that is : In this Securit	acceptable to Lende y Instrument, Borro	er and that obligates th	e transferee
f Lender exercises the option to require imme hall provide a period of not less than 30 days ums secured by this Security Instrument. If Bo my remedies permitted by this Security Instru	from the date the rrower fails to pay	e notice is deli these sums pri	vered or mailed wi or to the expiration	thin which Borrower r of this period, Lender	nust pay all
BY SIGNING BELOW, Borrower accepts and a	grees to the tern	ns and covenan	ts contained in this	i Adjustable Rate Ride	er.
·	Juan Roman	<u>. R.</u> -0 : 0	-in-	Borrower	(Seal)
·	<u> </u>	the tend	130000		(Seal)
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