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ILLINOIS

VA FORM 26-6310 (Home Loan)
Rev. August 1981. Use Optional.
Section 1810, Title 38, U.S.C.
Acceptable to
Federal National Mortgage Association

LH 580-059
8701853
075834773

MORTGAGE

THIS INDENTURE, made this **13TH** day of **JANUARY** 19 **88**, between
JOHN CEBOLLERO AND SOPHIA CEBOLLERO, HUSBAND AND WIFE

3021 WEST ROSCOE, CHICAGO, ILLINOIS 60618
UNITED SAVINGS OF AMERICA

15⁰⁰

, Mortgagor, and

4730 WEST 79TH STREET, CHICAGO, ILLINOIS 60652
a corporation organized and existing under the laws of **THE STATE OF ILLINOIS**
Mortgagee.

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

NINETY EIGHT THOUSAND FOUR HUNDRED AND NO/100

Dollars (\$ **98,400.00**) payable with interest at the rate of **TEN**

per centum (**10.000 %**) per annum on the unpaid balance until paid,

and made payable to the order of the Mortgagee at its office in **STREAMWOOD, ILLINOIS 60107**, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of

EIGHT HUNDRED SIXTY THREE AND 53/100

Dollars (\$ **863.53**) beginning on the first day of **MARCH**, 19 **88** and

continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **FEBRUARY, 2018**

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 herein 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** and the State of Illinois, to wit:

LOT 3 IN BLOCK 2 IN S. E. GROSS UNDER DEN LINDEN ADDITION TO CHICAGO IN THE SOUTH WEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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13-24-313-003-0000 **EAD M**

COMMONLY KNOWN AS : **3021 WEST ROSCOE**
CHICAGO, ILLINOIS 60618

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; _____

57139444 DIF-MORTGAGE

STATE OF ILLINOIS

Mortgage

STREAMWOOD, ILLINOIS 60107
1300 EAST IRVING PARK ROAD
UNITED SAVINGS OF AMERICA
RECORD AND RETURN TO:
STREAMWOOD, IL 60107

TO

Doc. No.

Filed for Record in the Recorder's Office

on the _____ day of _____
A. D. 19 ____, at _____ o'clock
and duly recorded in Book _____, page _____

VER-3 (11)

COMMUNICATED BUSINESS FORM, INC.
375 CALIFORNIA ST. CHICAGO, ILL. 60601

DEBORAH KAY HERRIS
Notary Public, State of Illinois
Cook County
My Commission Expires 10/7/88
ORIGINAL SEAL

Notary Public

PPS, INC. FOR USA

This instrument was prepared by:

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 __.

I, _____, a notary public, in and for the county and State aforesaid, Do Hereby Certify That JOHN CEBOLERO, his/his/his spouse, personally known to me to be the same person whose names ARE subscribed to the foregoing instrument appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS
COUNTY OF _____

Witness the hand and seal of the Notary, the day and year first written.
[SEAL] JOHN CEBOLERO
[SEAL] SOPHIA CEBOLERO/HIS WIFE

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgage" shall include any and all mortgages which are consistent with said Title or Regulations are hereby amended to conform thereto. If the indebtedness secured hereby is guaranteed or insured under Title 38, United States Code, such Title and Regulation, passed thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto. The lien of this instrument shall remain in full force and effect during any postponement or extension of payment of the debt hereby secured or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee. If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and execution of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee. There shall BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

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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 does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises 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 men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) 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 State of Illinois, or of the county, town, village, or city in which the said land is situate upon the Mortgagor 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 continuance 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.

In case of the refusal or neglect of the Mortgagor 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 proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums 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 authorized 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 indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed 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 payable 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.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

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.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to 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:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable 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 Mortgagee, and of which the Mortgagor 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 rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

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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 PROCEEDINGS, 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 THEREBY 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-

NECESSARY FOR THE PROTECTION AND PRESERVATION OF THE PROPERTY.
when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in and without regard to the value of said premises or whether the same shall then be occupied by the owner of application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, party claiming under said mortgage, and without regard to the solvency or insolvency at the time of such filed may at any time thereafter, either before or after sale, and without notice to the said mortgagee, or any party to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is 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 WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE.

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 OF SAID PRINCIPAL SUM REMAINING UNPAID TOGETHER WITH ACCRUED INTEREST THEREON, SHALL, AT THE ELECTION OF THE MORTGAGEE,

MORTGAGEE SHALL CONTINUOUSLY MAINTAIN HAZARD INSURANCE, OF SUCH TYPE OR TYPES AND AMOUNTS AS MORTGAGEE MAY FROM TIME TO TIME REQUIRE, ON THE IMPROVEMENTS NOW OR HEREAFTER ON SAID PREMISES, AND EXCEPT WHEN PAYMENT FOR ALL SUCH PREMIUMS HAS THEREFORE BEEN MADE, MORTGAGEE WILL 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 HERETO PAYABLE CLAUSES IN FAVOR OF AND IN FORM ACCEPTABLE TO THE MORTGAGEE. IN EVENT OF LOSS MORTGAGEE WILL GIVE IMMEDIATE NOTICE BY MAIL TO THE MORTGAGEE, WHO MAY MAKE PROOF OF LOSS IF NOT MADE PROMPTLY BY MORTGAGEE, 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 MORTGAGEE AT ITS OPTION EITHER TO THE REDUCTION OF THE INDEBTEDNESS HEREBY SECURED OR TO THE RESTORATION OR REPAIR OF THE PROPERTY DAMAGED. IN EVENT OF FORECLOSURE OF THIS MORTGAGE, OR OTHER TRANSFER OF TITLE TO THE MORTGAGED PROPERTY IN EXTINGUISHMENT 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.

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 HEREBY DESCRIBED. THE MORTGAGOR SHALL 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 LEASES, ASSIGNMENTS OR SUBLEASES 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.

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

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagee 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.

- III. amortization of the principal of the said note.
- II. interest on the note secured hereby; and
- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;

The aggregate of the amounts payable pursuant 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:

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1-4 FAMILY RIDER 6 9
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 13TH day of JANUARY, 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 UNITED SAVINGS OF AMERICA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3021 WEST ROSCOE, CHICAGO, ILLINOIS 60618
(Property Address)

13-24-313-003-0000

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. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to 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 RIGHT 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" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower 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 benefit 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 the 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 maintain 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 right 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 this 1-4 Family Rider.

John Cebollero

JOHN CEBOLLERO (Seal)
-Borrower

Sophia Cebollero

SOPHIA CEBOLLERO/HIS WIFE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BOX 333 - CC

RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA
1300 EAST IRVING PARK ROAD
STREAMWOOD, ILLINOIS 60107

88027669

