

RETURN TO:  
**COUNTRYWIDE  
FUNDING CORPORATION**

155 North Lake Avenue COOK COUNTY, ILLINOIS  
 Pasadena, Ca. 91109-7137 FILED FOR RECORD

1988 APR 26 AM 11:11

88172670

**88172670**

[Space Above This Line For Recording Data]

**MORTGAGE**

**\$16.00** 2813855

THIS MORTGAGE ("Security Instrument") is given on ..... **APRIL 21**,  
 1988. The mortgagor is ..... **DIONISIO GARCIA & RITA GARCIA**,  
 HUSBAND AND WIFE AS JOINT TENANTS ("Borrower"). This Security Instrument is given to .....  
 COUNTRYWIDE FUNDING CORPORATION....., which is organized and existing  
 under the laws of ..... **NEW YORK** and whose address is .....  
 155 North Lake Avenue, Pasadena, Ca. 91109-7137 ("Lender").  
 Borrower owes Lender the principal sum of ..... **THIRTY THREE THOUSAND SIX HUNDRED & 00/100** Dollars (U.S. \$..... **33,600.00**.....). 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 ..... **MAY 1, 2018**..... 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 ..... **NEW YORK** County, Illinois:

LOT 41 AND THE EAST 1/2 OF LOT 42 IN BURCHELL'S SUBDIVISION OF  
 BLOCK 2 IN JACOB SOUTH BURCHELL'S SUBDIVISION OF THE SOUTH 16 2/3  
 ACRES OF THE EAST 1/3 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF  
 SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.#13-35-223-015

PREPARED BY: L. EDMONDS, COUNTRYWIDE FUNDING CORPORATION, 1827 WALDEN OFFICE  
 SQUARE, SUITE 250, SCHAUMBURG, IL 60173.

**88172670**

**\*\*ADDITIONAL GRANTORS ("BORROWERS") IF ANY:**

which has the address of ..... **3426 WEST DICKENS AVENUE** ..... CHICAGO  
 60647 ..... [Street] ..... [City]  
 Illinois ..... [Zip Code] ..... ("Property Address");

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.

# **UNOFFICIAL COPY**

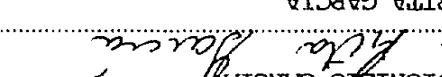
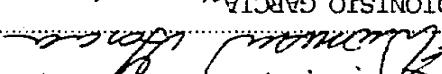
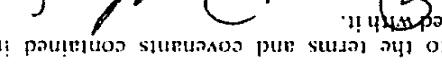
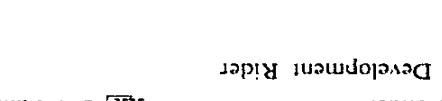
MY COMMISSION EXPIRES: 3/31/89

GIVEN under my hand and notarial seal this 24th day of September, 1988.

I, a Notary Public in and for said County, in the State aforesaid, do HEREBY CERTIFY that A. L. WILCOX, of the City of Toledo, Ohio, a Person and Acknowledged that he signed and sealed the instrument as his own free and voluntary act, for the uses and purposes therein set forth.

STATE OF *Illinois* }  
COUNTY OF *McCook* }

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

DIONISIO GARCIA  
  
(Seal) \_\_\_\_\_  
BORROWER \_\_\_\_\_  
BRIAN C. GARCIA  
  
(Seal) \_\_\_\_\_  
DIONISIO GARCIA  
  
(Seal) \_\_\_\_\_  
BORROWER \_\_\_\_\_  
RTA GARCIA  
  
(Seal) \_\_\_\_\_  
BORROWER \_\_\_\_\_  
Space Below This Line For Acknowledgment

22. Whether or not homes tested, borrower's waves all right to homes tested example in the Property.  
 23. Wavers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
 this Security Instrument, the waveants, the waveants and agreements of each such rider shall be incorporated into and shall become a part of this Security  
 instrument [Check applicable box(es)].  
 Adjustable Rate Rider       Contingent Rider       2-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [Specify]

20. Lender in Possession. Upon acceleration under 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 jointly held property) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of such property received by the receiver, shall be entitled to receive past due Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property, including those paid by the receiver's bonds and collection of rents, including fees, and then to the sums secured by 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.

19. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement set forth in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law permits otherwise). The notice shall specify: (a) the section required to cure the default; (b) the date, not less than 30 days from the date of notice specified in the notice, by which the default must be cured; and (c) the time to cure the default on or before the date specified in the notice. The notice shall specify: (d) that failure to pay the amount due to Borrower, by the date specified in the notice, may result in acceleration of the sums secured by this Security Instrument, foreclose 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 proceedings the non-existence of a default or any other defense of Borrower to acceleration and forceclosure if the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

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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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Any amounts disbursed by Lender under this paragraph <sup>7</sup> shall become additional debt of Borrower secured by this Security Instruments disbursed by Lender under this paragraph <sup>7</sup> shall be payable to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and Lender agrees to payable, with interest, upon notice from Lender to Borrower requesting payment.

Instrumemt, appearing in court, paying reasonable attorney's fees and entitling one the property to make repairs. Although Lawyer may take action under this paragraph, Lawyer does not have to do so.

7. Protection of Landlord's Rights in the Property; Mortgage Insurance. If Horowitz fails to perform the covenants and agreements contained in this Security Agreement, or there is a legal proceeding that may significantly affect Leander's rights in the Property (such as a bankruptcy, probate, or condemnation action to enforce laws or regulations), then Leander may do and pay for whatever is necessary to protect the value of the Property and Leander's rights in the Property. Leander's actions may include paying any sums secured by a lien which has priority over this Security

for power shall comply with the provisions of the lease, and it borrows adequate title to the property, the lessor and lessee shall not merge unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property: Lessee shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Security instrument is on a leasehold, this section will not apply.

from damage to the Property prior to the acquisition shall pass to Lender. Borrower's right to any insurance policies and proceeds resulting under Paragraph 19 the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender.

when the notice is given.

All insurance policies and renewals shall be acceptable to Lender; and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals until payment in full is made. In the event of loss, Borrower shall promptly give notice to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly give notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

**5. Hazard Insurance:** Homeowner's insurance shall keep the property damage or other losses by fire, hazards included within the limits of coverage and for periods longer than one year.

Borrower shall pay interest on the amount borrowed in accordance with the terms of the promissory note. Borrower shall pay interest on the amount borrowed in accordance with the terms of the promissory note. Borrower shall pay interest on the amount borrowed in accordance with the terms of the promissory note. Borrower shall pay interest on the amount borrowed in accordance with the terms of the promissory note.

Note: third, to amount, payable under the Note; second, to payment of charges due under the Note; first, to late charges due under the Note; and, to attorney fees and costs of collection.

The member may resign in writing and interest shall not be paid on the funds. Unless an agreement is made to provide otherwise, the member shall not be required to pay Borrowser any interest or earnings on the funds. Under the shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the

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), unless otherwise specified in writing.

one-to-one with the property, it may already have paid its taxes, so there is no need to pay them again. This is true even if the property has been sold or given away.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges made under the Note.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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**COUNTRYWIDE**

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 21 day of APRIL, 1988 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

COUNTRYWIDE FUNDING CORPORATION, A NEW YORK CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3426 WEST DICKENS AVENUE, CHICAGO, ILLINOIS 60647 (PROPERTY ADDRESS)

**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.

  
**DIONISIO GARCIA** (Seal)  
Borrower  
  
**RITA GARCIA** (Seal)  
Borrower