

MORTGAGE

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Box 165
CITICORP
SAVINGS

P.O. Box 803487
Chicago, Illinois 60680

28000-908-918

COOK COUNTY, ILLINOIS
FILED FOR RECORD

This Instrument was
prepared by: Alicja Bujak 1989 AUG 30 PM 12: 14

89406230

13.00

19 THIS MORTGAGE is made this 21st day of August 1989 between the Mortgagor, Michael Martinez and Dora R. Martinez, his wife (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, IL 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 6,000.00 which indebtedness is evidenced by Borrower's note dated August 21, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 24, 1999:

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 Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 5 in Block 33 in Canal Trustees' Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

89406230

P.I.N. No. 17-31-425-019-0000

which has the address of 3810 South Wolcott Ave. Chicago
(Street) (City)
Illinois 60609 (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 of the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, and then to the principal of the Note.

3. **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.

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without further notice or demand on Borrower.

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage.

If Lender exercises this option, Lender shall file Borrower's notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Lender shall not be exercised by Lender if exercised by federal laws as of the date of this Mortgage.

15. Transfer of the Property or a Beneficial Interest in Borrower's interest in full 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 Mortgage. However, this option shall not be exercised by Lender if exercised by federal laws as of the date of this Mortgage.

16. Reassignment of the Property or a Beneficial Interest in Borrower's interest in full 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 Mortgage. However,

have against Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against other loan agreement entered into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, a service in connection with improvements made to the Property.

17. Reassignment Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home re habilitation, im-

or after recordation hereof.

18. Borrower's Copy. Borrower shall be furnished a conforming copy of the Note and of this Mortgage at the time of execution.

19. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The law relating to the applicability of Federal law to this Mortgage, in the event

that any provision of this Mortgage is declared to be severable, shall not limit the applicability of Federal law to this Mortgage. In the event this provision is declared to be severable, the Note which contains the applicable law, such conflict shall not affect other provisions of this Mortgage and shall not limit the applicability of Federal law to this Mortgage.

20. Note. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided

be given by certified mail to Lender's address specified by notice to Lender as provided herein, and (b) any notice to Lender shall be provided to Lender in such other manner as Borrower may agree by mailing such notice by certified mail to Borrower or mortgagor of this Mortgage.

21. Adverse Possession. All covenants and agreements of Borrower and successors and assigns of Lender and subject to the terms of this Mortgage shall be governed by the laws of the state in which Lender resides and subject to the terms of this Mortgage.

22. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

23. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

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30. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

31. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

32. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

33. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

34. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

35. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

36. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

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40. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

41. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

42. Governing Law; Severability. Any notice provided for in this Note shall be given by certified mail to Lender within five (5) days of the date of this Mortgage.

NON-UNIFORM COVENANTS, BURDEN AND LIABILITY FURTHER COVENANT AND AGREE AS FOLLOWS:

16. Acceleration; Remedies.

Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

17. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

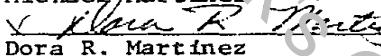
19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. **Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.


Michael Martinez _____
Borrower

Dora R. Martinez _____
Borrower

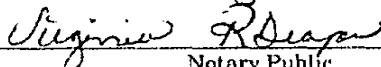
STATE OF ILLINOIS, Cook _____

County ss

I, Virginia R. Draper, a Notary Public in and for said country and state, do hereby certify that Michael Martinez and Dora R. Martinez, his wife personally known to me to be the same person(s) whose name(s) are _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of August, 1987

My Commission expires: 2-15-84


Virginia R. Draper _____
Notary Public

Space Below This Line Reserved For Lender and Recorder

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