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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 27, 1989. The mortgagor is ANDRES RIOS and MARIA A. RIOS, his wife ("Borrower"). This Security Instrument is given to ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 2514 South 49th Court, Cicero, IL 60650 ("Lender"). Borrower owes Lender the principal sum of FIFTY ONE THOUSAND AND NO/100THS ***** Dollars (U.S. \$ 51,000.00). 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 October 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:

Lot 79 in Austin Boulevard Addition to Boulevard Manor, being a Subdivision of the North 18 acres of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 16-32-401-023-0000.

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which has the address of 3514 South 59th Avenue, Cicero, Illinois 60650 ("Property Address");

[Street]
[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 seized 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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1447 South 49th Court, Cicero, Ill 60650

THIS MORTGAGE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DEED OF TRUST, DATED [REDACTED]

MICHAEL A. MACIEJEWSKI
-OFFICIAL SEAL-

My Commission expires: 5-1-90

Witness my hand and official seal this 7th day of September 1981.

foreigning instrument, have executed same, and acknowledge said instrument to be their free and voluntary act and deed and that they executed this, her, their (he, she, they) said instrument for the purposes and uses herein set forth.

and state, do hereby certify that MARIA A. RIOS, his wife
, a native wife in the said country,
and personally appeared before me and is (are) known

STATE OF ILLINOIS
COUNTY OF COOK
SS: 11-12-13

24. Mortgagor undertakes to occupy the property as the primary residence.

Addendum 24 Family Rider Comdominium Rider Standard Property Rider
 Standard Unit Development Rider

22. **Debtors to other Security Institutions.** If one or more debtors are excused by Borrower and recorded together with this Security Instrument, the calculations and specifications of each such debtor shall be incorporated into and shall appear upon the face of this Security Instrument as if this instrument were a part of this Security Instrument.

21. Besides, I am pleased to assure you that Security Instruments, Lender shall release this security interest in all sums secured by this Security Instrument, Lender shall pay any recording costs.

The Proprietor, in addition to the Proprietary rights above mentioned, shall have the power to make such rules and regulations as may be necessary for the government of the premises, and to collect from the tenants for the same such sums as may be necessary to pay the expenses of management, taxes and other charges incident to the property, but not limited to, receiver's fees, premiums on contracts of insurance, costs and charges of collection of rents, including, but not limited to, his security instrument.

that are intended to minimize risks and costs of title insurance.

expenses of a deposit or other deposit at Borrower to accelerate and foreclose. If the default is not cured or before the date specified in the notice, Lender at its option may require timely payment of all sums secured by this Security Instrument and may foreclose this Security Instrument by judicial proceeding.

and (d) other authority to control the conduct of the date specified in the notice may result in acceleration of the sums secured (c) by a note, and such note shall be given to borrower, by whom the creditor may exercise the power to accelerate and (e) to require the creditor to exercise the power to accelerate and the right to assert in the property. The notice shall further contain (f) the name and address of the creditor, (g) the name and address of the debtor, (h) the date of the note, (i) the amount of the note, (j) the rate of interest, (k) the date of payment, (l) the date of maturity, (m) the date of acceleration, (n) the date of notice, (o) the date of demand, (p) the date of notice to demand, (q) the date of acceleration, (r) the date of notice to accelerate, (s) the date of notice to assert, (t) the date of notice to proceed, (u) the date of notice to sue, (v) the date of notice to sell, (w) the date of notice to exercise, (x) the date of notice to assert, (y) the date of notice to proceed, (z) the date of notice to sue, and (aa) the date of notice to sell.

Non-U.S. citizens cannot vote and cannot further covenant and agree as follows:

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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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An) amounts due and to come under this paragraph 7 shall become additional debt of Borrower as accrued by this Section 11 and under this paragraph 7 shall become additional debt of Borrower as accrued by this paragraph 7.

7. **Perpetuation of Landlord's Rights in the Property:** **Leisure** Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any of the premises in the same

of the Project's damages if it fails to take reasonable steps to mitigate its losses. The Project's failure to do so will not affect the Project's right to sue for damages.

Under such circumstances and conditions as may be deemed necessary by the Board of Directors, insurance companies shall be applied to to re-insure all risks and hazards which may affect the property and interests of the Company.

5. **Standardized coverage**: Standardized measures now existing or intended to be introduced will be used to keep the insurance system subject to broader standards of insurance quality.

Borrower's right to prepay or repudiate any or all of the principal or interest on the Note at any time prior to the due date of the Note, subject to the following:

(a) Borrower may prepay the Note in whole or in part at any time prior to the due date of the Note, provided that (i) no Default exists or would result from such prepayment, (ii) Borrower has given Notice of Prepayment to Lender at least 15 days prior to the date of prepayment, (iii) Borrower has paid to Lender all accrued and unpaid interest on the amount of the principal being prepaid, and (iv) if the Note is being prepaid in full, Borrower has paid to Lender the Unpaid Interest.

(b) Borrower may repudiate the Note in whole or in part at any time prior to the due date of the Note, provided that (i) no Default exists or would result from such repudiation, (ii) Borrower has given Notice of Repudiation to Lender at least 15 days prior to the date of repudiation, (iii) Borrower has paid to Lender all accrued and unpaid interest on the amount of the principal being repudiated, and (iv) if the Note is being repudiated in full, Borrower has paid to Lender the Unpaid Interest.

3. Applications for a Payroll Protection Program loan under Section 7(a) of the Small Business Job Protection Act of 2000, to receive a loan under the Paycheck Protection Program, must be submitted to the SBA by April 30, 2020.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender if Under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of this instrument immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application for a title or similar transfer, and any Funds held by Lender as security for instrumentation.

the due date of the debt of the Borrower, shall exceed the amount required to pay the encrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the funds held by Lender to make up the deficiency in one or more payments as required by Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

1. Payment of Prepaid and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges; the payment of which may be made in cash or by cashier's check, money order, certified mail, wire transfer, or other method acceptable to the Noteholder. Such payment shall be applied first to the unpaid principal balance of the Note and thereafter to any unpaid interest and late charges.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the amount of taxes and insurance premiums which may accrue under the Note, to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum equal to (a) yearly hazard insurance premiums; (b) yearly property taxes; (c) yearly real estate taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum equal to (d) yearly mortgage insurance premiums, if any. These items are called "carrying items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future carrying items.