

UNOFFICIAL COPY

FORM 3014 (2-79)

PROPERTY TAX MAPS AND RECORDS DEPARTMENT

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower grants and conveys 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.

TOGETHER WITH all the improvements now or hereafter attached to 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."

60641 Illinois which has the address of 5040 W WELLSINGTON CHICAGO

Property of Cook County Clerk's Office

TAX ID#: 13-28-213-026

THE EAST 30 FEET OF THE WEST 90 FEET OF LOT 7 IN BLOCK 12 IN HIGHLAND SUBDIVISION OF BLOCK 1 TO 6 AND 9 TO 12 INCLUSIVE, OF FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 hereby mortgages, grants and conveys to lender the following described property located in Cook County, Illinois:

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 November 1, 2019. DOLLARS (U.S. \$136,800.00) 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 November 1, 2019.

THIS MORTGAGE ("Security Instrument") is given on October 11, 1989. The mortgagor is (SIGFRIDO RIVERA and MARIA MIRLEYA RIVERA, his wife and ELIZABETH CONTRERAS, his wife)

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000
LOAN NUMBER: 010027217

MORTGAGE

One North Dearborn Street
Chicago, Illinois 60602
CITICORP SAVINGS

89482945

THIS INSTRUMENT WAS PREPARED BY: FELICIA WILSON

2012-48139148

94628563

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 equipment for the

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

18. Inspection. Lender or its agent may make reasonable inspections 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.

19. Condemnation. If 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 the 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 the 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.

20. 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 or 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.

21. 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 the sums secured by this Security Instrument and (b) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with respect to the terms of this Security Instrument or the Note without that Borrower's consent.

22. Loan Chargeoff. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest on other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then, but only if such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if 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. The refund reduces principal; the reduction will be treated as a partial payment without any payment charge under the Note.

23. Application 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 the Security Instrument and may invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall file the steps specified in the second paragraph of paragraph 17.

24. Notice. Any notice to Borrower provided for in the 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 designated by notice to Lender. Any notice to Lender shall be given by the first class mail to Lender's address stated herein or any other address designated 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.

25. Borrowing Law; Sovereignty. This Security Instrument shall be governed by the law and the law of the jurisdiction in which the Property is located. In the event that any provision of the Security Instrument or the Note which conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument and the Note are declared to be operative.

26. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be operative.

27. 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 or 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 in which Borrower must pay all sums secured by the 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.

28. Borrower's Right to Accelerate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument declared in any court of competent jurisdiction (a) 5 days after such conditions are applicable to the Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note had not acceleration occurred; (ii) enters any default of any other covenants or agreements or expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iii) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument shall continue unchanged. Upon restoration of obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's responsibility to assure that the loan of this Security Instrument shall continue unchanged shall terminate. Upon restoration of obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's responsibility to assure that the loan of this Security Instrument shall continue unchanged shall terminate. Upon restoration of obligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's responsibility to assure that the loan of this Security Instrument shall continue unchanged shall terminate.

29. Acceleration. If 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 the 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 the 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.

20. 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 or 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.

21. 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 the sums secured by this Security Instrument and (b) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with respect to the terms of this Security Instrument or the Note without that Borrower's consent.

22. Loan Chargeoff. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest on other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then, but only if such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if 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. The refund reduces principal; the reduction will be treated as a partial payment without any payment charge under the Note.

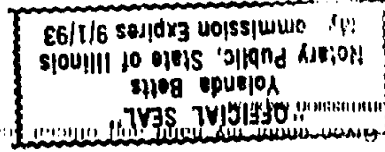
23. Application Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by the Security Instrument and may invoke any remedies permitted paragraph 19. If Lender exercises this option, Lender shall file the steps specified in the second paragraph of paragraph 17.

24. Notice. Any notice to Borrower provided for in the 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 designated by notice to Lender. Any notice to Lender shall be given by the first class mail to Lender's address stated herein or any other address designated 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.

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BOX #165



11th day of October 1993

personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument...

THE UNDERSIGNED SIGRIDO RIVERA and MARIA MIRREYA RIVERA, his wife and RAMIRO CONTRERAS and ELIZABETH CONTRERAS, his wife

Handwritten signature/initials

256282945

BY SIGNING BELOW, Borrower hereby agrees to the terms and conditions contained in the Security Instrument and in any RIDER ATTACHED HERETO AND MADE A PART HEREOF...

- Adaptable (To Floor) []
Graduated Payment Plan []
2-4 Family Rider []
2-4 Family Rider []

19. Acceleration. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument... 20. Lender in Possession... 21. Foreclosure... 22. Waiver of Foreclosure... 23. Rider to this Security Instrument...

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COOK COUNTY CLERK'S OFFICE
100 N. WASHINGTON ST. CHICAGO, IL 60602
TEL: (773) 304-3000 FAX: (773) 304-3001
WWW.COOKCOUNTYCLERK.COM

Property of Cook County Clerk's Office

LOAN NO. 010027217

1-4 FAMILY RIDER (Assignment of Rents)

CITICORP SAVINGS
Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 877-5000

THIS 1-4 FAMILY RIDER is made this 17th day of OCTOBER, 19 89,

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 Citicorp Savings of Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5040 W WELINGTON
CHICAGO, ILLINOIS 60641
(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 1B 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. The 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.

R.C.E.C. S.K.A.M.R.

SIGFRIDO RIVERA
 (Seal) Borrower

KAMIRO CONTRERAS
 (Seal) Borrower

MARIA MIREYA RIVERA
 (Seal) Borrower

ELIZABETH CONTRERAS
 (Seal) Borrower

DEPT-01 RECORDING \$15.00
 142333 TRAM 7824 10/12/89 09:55:00
 49720 C *89-482945
 COOK COUNTY RECORDER

5762945

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