

# UNOFFICIAL COPY

JUDE COUNTY, ILLINOIS  
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15  
LOAN #5828-6

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 29,  
1989. The mortgagor is SELIO HISAI AND KADRIE HISAI, his wife,  
("Borrower"). This Security Instrument is given to  
UNIVERSAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing  
under the laws of State of Illinois, and whose address is 1800 South Halsted Street — Chicago, Illinois 60608,  
Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100  
Dollars (U.S. \$ 20,000.00). 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 July 1, 2004. 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:

The East 33 and 1/3 feet of Lot Twenty-four (24) in the Subdivision of Block Six (6)  
In Chytraus Addition to Argyle together with Lot Forty-four (44) in Brown Second  
Addition to Argyle in the South West Quarter (1/4) of Section Eight (8), Township  
Forty (40) North, Range Fourteen (14), East of the Third Principal Meridian, in  
Cook County, Illinois.

PTN#14-08-304-034-0000

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which has the address of 1444 West Carmen Avenue, Chicago,  
Illinois 60640 ("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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This instrument was prepared by Notary Public, State of Illinois, dated September 14, 1991.

Notary Public Seal	Official Seal
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My Commission Expires: 9-14-91

Witness my hand and official seal this 29 day of May, 1991.

(he, she, they) Sergo, HISAY AND KADRIE HISAY, his wife,  
 They executed said instrument for the purposes and uses herein set forth.  
 before me and (are) known or proved to me to be the person(s) whose informed of the contents of the foregoing instrument,  
 have executed same, and acknowledge said instrument to be True. free and voluntary act and deed and that  
 I, Tony Tabora, a Notary Public in and for said county and state, do hereby certify that  
 I, Tony Tabora,

COUNTY OF COOK STATE OF ILLINOIS

SS:

CHICAGO, ILLINOIS  
2300 South Dearborn Street  
REGISTRATION  
UNIVERSAL SAVINGS AND LOAN

8/22/91

[Space Below This Line For Acknowledgment]

Kadrie Hisay  
Sergo Hisay  
Sergo Hisay *(Signature)*  
Borrower  
Borrower  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

- Other(s) [Specify] \_\_\_\_\_
  - Graduate Parent Rider
  - Planned Unit Development Rider
  - Adjustable Rate Rider
  - condominium Rider
  - 2-4 Family Rider
- Instrument (Check applicable boxes)  
 This Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
 23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with  
 this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
 22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Project.  
 instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
 21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
 instrument without charge to Borrower. Any rents collected by Lender shall be applied first to payment of the  
 receiver's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.  
 The Project management of those past due. Any rents collected by Lender or the receiver shall be applied first to the  
 costs of management of the Project and collection of rents, including, but not limited to, receiver's fees, premiums on  
 the Project including those past due, upon take possession of and manage the Project and to collect the rents of the  
 appelleed receiver shall be entitled to enter upon, and collect the rents of the Project or by judicial  
 prior to the expiration of the term following judgment suit, Lender (in person, by agent or by affidavit  
 20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Project and at any time  
 but not limited to, reasonable attorney fees and costs of title evidence.  
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including,  
 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.  
 before a default or any other defense of Borrower to accelerate and foreclose. If the foreclosure is not cured on or  
 before the date specified in the notice, Lender after acceleration and the right to assert in the foreclosure procedure  
 information Borrower of the rights to remain after acceleration and sale by judgment, Lender shall further  
 secured by this Security Instrument, foreclose by judicial proceeding and sale by sheriff to the highest bidder  
 and (d) that failure to cure the default on or before the notice specified in the notice may cure the  
 default; (c) a date not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the  
 default; (c) a date of any covenant or agreement in this Security Instrument (but not prior to acceleration following  
 breach of any covenant or agreement prior to acceleration under Paragraph 13 and 17

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security instrument. Unless Borrower and Lender agree to otherwise, these amounts shall bear interest by this Lender under this Note.

Any amounts disbursed by Lender under this Note may be repaid by Lender at any time prior to the date of disbursement, upon notice from Lender to Borrower and Lender shall bear interest by this Lender under this Note.

Lender may take action under this Note purSUit of his/her rights in court, paying reasonable attorney fees and costs of collection of the Property to Lender's expenses. Although in the event of sale or transfer of the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, or there is a legend preceding the signature of the Lender's name on the Note, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Note.

7. Protection of Lender's Rights in the Property; Insurance. If Borrower fails to perform the terms and conditions contained in this Security instrument, or there is a legend preceding the signature of the Lender's name on the Note, Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the Note, and if Borrower fails to do so, the Lender and Lender's charge to the Property to Lender under this Note.

8. Preservation and Release of Property; Leasehold. Borrower shall not dispose of his/her interest in the Note, and Lender shall have the right to the proceeds of any sale or disposition of the Note.

Under the Note, Lender may make payment by Lender to the Noteholder prior to the acquisition of the Note.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the date of the Note.

Unless Lender and Borrower otherwise agree in writing, whether or not Lender does so, the Lender may make payment to the Noteholder prior to the date of the Note.

Unless Lender and Borrower otherwise agree in writing, Borrower shall give prompt notice to Lender of all receipts of paid premiums and renewals.

All insurance policies shall be acceptable to Lender and shall include a standard mortgagelife insurance certificate and Lender may make payment of loss or damage made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender requests, Borrower shall give to Lender immediate notice of paid premiums and renewals.

5. Hazard Insurance. Borrower shall keep the insurance within the term, "excluding coverage," and any other hazards for which Lender is liable.

Under the Note, Lender may make payment of the Note to the Noteholder prior to the date of the Note.

Borrower shall keep the insurance within the term, "excluding coverage," and any other hazards for which Lender is liable.

Agree to writing to the Noteholder, Borrower shall pay the Note in a manner acceptable to Lender in good faith the amount of the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note, to amounts paid under Paragraph 2; fourth, to interest due; and last, to prepare and file the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied first to the Note, to late charges due under the Note, to the Noteholder.

Any funds held by Lender in full of all sums received by Lender, any funds held by Lender under Paragraph 19 to the Note, or sold of more than immediately, Lender shall promptly refund to Borrower.

Amount necessary to take up the deficiency in one of more payments received by Lender, any funds held by Lender under Paragraph 19 to the Note, or sold of more than immediately, Lender shall promptly refund to Borrower.

The due dates of the escrow items, either promptly repaid to Borrower or credited to pay the escrow items when due, the excess shall be applied to the Note.

If the amount of the funds held by Lender, together with the future monthly payments of funds paid prior to the Note, to amounts paid under Paragraphs 1 and 2 shall be applied to the Note.

The funds shall be held in an institution the deposit of which are insured by a federal or state agency (including Lender) to the extent of its liability for escrow items.

The funds shall be held by Lender until the Note is paid in full, a sum ("funds") equal to the principal of and interest on the day monthly payments are due under the Note and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay when due the principal of and interest on the day monthly payments of escrow items, if any. These items are called "escrow items." Lender may estimate the funds due on the Note.

One-twelfth of (a) yearly taxes and assessments which may attain priorities over this Security instrument, (b) yearly leasehold payments or ground rents on the Property, (c) yearly hazard insurance premiums, and (d) yearly

to Lender under this Note. Until the Note is paid in full, a sum ("funds") equal to the principal of and interest on the day monthly payments of escrow items, if any. These items are called "escrow items." Lender may estimate the funds due on the Note.

1. Payment of Premiums. Borrower and Lender 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 law 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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1-4 FAMILY RIDER  
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29th day of June 1989, 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 UNIVERSAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1444 West Carmen Avenue

Chicago, Illinois 60640

(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 repossess 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.

*Selma Hisat* ..... (Seal)  
Selma Hisat ..... (Seal)  
Borrower  
*Kadrie Hisat* ..... (Seal)  
Kadrie Hisat ..... (Seal)  
Borrower

UNIVERSAL SAVINGS AND LOAN  
ASSOCIATION  
1444 W. Carmen Avenue  
Chicago, IL 60640

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