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DEPT-01 RECORDING \$15.00
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COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 23,
1990. The mortgagor is MELVIN J SOTO AND LUZ M SOTO, HUSBAND AND WIFE

(Borrower"). This Security Instrument is given to PRINCIPAL
MUTUAL LIFE INSURANCE COMPANY, which is organized and existing under the laws of
THE STATE OF IOWA, and whose address is 711 HIGH STREET, DES MOINES,
IOWA 50392 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FOUR
THOUSAND AND 00/100 Dollars
(U.S. \$ 104,000.00). 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 01, 2005. 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 11 IN BLOCK "E" IN CONCORD TERRACE, BEING A SUBDIVISION
IN THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF
SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 07 34 405 011 0000 *[Signature]*

65124506

which has the address of 1710 SOUTH ROSLYN ROAD,
60193 ("Property Address"); [Street] [City]

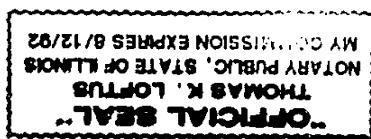
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also 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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BOX 158



Elmer Pudde

My Commission expires: 8-12-92

Given under my hand and official seal, this 24th day of SEPTEMBER, 1950

therapeutic

RE subscriberd to the foregoing instrument, appeared before me this day in person, and acknowledged personally known to me to be the same persons(s) whose name(s),
, **THE I R** free and voluntary ac, for, the uses and purposes
that They signed and delivered the said instrument as

MELVIN J SOTO AND LUZ M SOTO, HUSBAND AND WIFE
do hereby certify that

THE OMBUDSMAN FOR PUBLIC SERVICES

STATE OF ILLINOIS,
Cook County ss:

[Large handwritten signature over the bottom of the page]

BY SIGNING BELOW, Borrower accepts to the terms and conditions set forth in this Security Instrument and agrees to be bound thereto and record it.

Other(s) (specify)

Издательство Академия Университетов РУДН | Издательство РГГУ | Издательство МГУ

22. WHETHER OR NOT SEPARATE, BORROWER WANTS OR TURNS OVER TO SECURITY INSTRUMENT TO RIDERS TO THIS SECURITY INSTRUMENT. IN 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 SUPPLEMENT IT TO COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDERS WERE A PART OF THIS SECURITY INSTRUMENT.

recipients' bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

reasonable attorney's fees and costs of title evidence.

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. Lender shall be entitled to

19. **NON-UNIFORM CONVENTANTS.** Borrower and Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to 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; and (d) that SecuritY interest in the date prior to acceleration may result in the noticee is given to Borrower by written notice to cure the default or before the date the notice is given to Borrower, by which the default must be cured; if the default is not cured by the date specified in the notice, the noticee shall proceed to accelerate the debt in accordance with the terms of this instrument.

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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 12. 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 the Security Instrument only to mortgage, grant and convey their 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 restore the charge to the permitted limit, and (b) any such charge already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make the 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 a provision of a statute or regulation 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 exercise any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps described in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery, fax or 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 the party or parties whom given as indicated 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 or impair any provision 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 a greater 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) 6 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 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of Payroll, upon notice from Lender to Borrower requiring payment.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or to pay when due, then such non-wrongful failure gives Lender the right to foreclose on the property.

6. Preservation and Maintenance of Property; Leasesholds. Borrower shall not destroy, damage or subdivide any immovable property prior to the acquisition of

which this 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 the payments under paragraph 19 the property is acquired by Landor, Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Landor to the extent of the sum secured by this Security.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damage in writing, insurance proceeds shall be applied to restoration or repair of the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to repair or to pay sums secured by this Security instrument, whether or not there due. If a 30-day period will begin when the property is taken

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unless otherwise specifically mentioned.

5. Hazard Insurance. Borrower shall keep the property insurance or hazard insurance coverage in effect during the term of the Note and shall pay all premiums and other amounts due thereunder. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance policies shall be delivered to Lender as soon as practicable after the issuance of the policy. The insurance policies shall be delivered to Lender as soon as practicable after the issuance of the policy. The insurance policies shall be delivered to Lender as soon as practicable after the issuance of the policy.

agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contestants in good faith the lien by, or defendants against enforcement, or (c) the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of any part of the lien or forfeiture of any part of the property; or (d) securites from the holder of the lien an agreement to pay the amount of the debt or more of the debt in full or in part, or to take the lien or take over the actions set forth above within 10 days of the date of notice.

time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Note and to the payee. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Note and to the payee.

Note: Third, to armousins pay 3rd under paragraph 2; fourth, to interest due; and last, to principal due.

immediately prior to the time of application for its acquisition by Lennder, Any funds held by Lennder at the time of application as a credit against such sums received by this SecuritY instrument.

amounts necessary to meet the funds held by Lender in one or more payables in full or to pay the escrow items when due, Borrower shall pay to Lender any amount due under the terms of this Agreement.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the option of the Funds, either repaid to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the option of the Funds, either repaid to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the option of the Funds, either repaid to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the option of the Funds, either repaid to Borrower or credited to Borrower on monthly payments of Funds.

The Funds shall be held in an institution the deposits or accounts of which are insured by a federal or state agency (including lender if lender is such an institution). Lender shall apply the Funds to pay the general or guaranteed debts of the debtor if the debts exceed the amount of the Fund's claim against the debtor.

1. Payment of Principal and Interest; Preparation of Note and Any Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges as follows:
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) Yearly taxes and assessments which may attach prior to the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (b) Yearly liability insurance premiums;
3. Funds for Property, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.