

# UNOFFICIAL COPY

90485081

## MORTGAGE

October 2 , 19 90

2150 NORTH OAKLEY AVENUE, CHICAGO, ILLINOIS 60647  
Property Address City State Zip Code

ANTONIO MALDONADO MARTINEZ and DOLORES MALDONADO, HUSBAND AND WIFE  
Borrower(s) Borrower(s) address if different from Property address

TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #321, OAKBROOK  
Lender Lender address TERRACE, ILLINOIS 60181

PRINCIPAL BALANCE (the amount you borrowed)		PAYMENT AMOUNTS AND TIMES (your monthly payments)			
		Monthly Payments U.S. \$	Final Payment U.S. \$	First Payment Date	Final Payment Date
U.S. \$ 63,000.00		754.08	754.08	11/8/90	10/8/05

THIS MORTGAGE is made today between the Borrower, of the name and address shown above (herein "Borrower"), and the Lender shown above, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF NEW JERSEY with an address shown above (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Mortgage and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

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 and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

Property Tax Index Number: 14-31-119-022, 14-31-119-023  
LOTS 21 AND 22 IN BLOCK 11 IN HOLSTEIN, A SUBDIVISION OF THE  
WEST 1/2 OF THE NORTH-WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

• DEPT-01 RECORDING \$15.25  
• T-1111 TRAN 7465 10/04/90 10:42:00  
• \$250 + A \*-90-485081  
• COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:  
TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #321, OAKBROOK  
TERRACE, ILLINOIS 60181

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, 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 to the Property against all claims and demands subject to encumbrances of record.

# UNOFFICIAL COPY

My Commision Expires 12/30/92  
Molley Public, State of Illinois  
PAMELA L. SHREEVE  
"OFFICIAL SEAL"

RECORD AND RETURN TO:  
TRAVELERS MORTGAGE SERVICES, INC.  
1 S. 660 MIDWEST ROAD, SUITE #321  
DAKBOARD TERRACE, ILLINOIS 60181

A logo consisting of the words "MAIL TO" in a stylized font, with a small arrow pointing to the right above the letter "T".

STATE OF ILLINOIS	
THE WITNESSED AND	
WITNESS	
ANTONIO Maldonado MARTINEZ and Dolores Maldonado, HUSBAND AND WIFE,	
a Notary Public in and for said County and State, do hereby certify that	
personally known to me to be the same person(s) whose name(s)	
appeared before me this day in person, and acknowledged me that I have signed and delivered the said instrument as THERE	
true voluntary act, for the uses and purposes herein set forth.	
I, <u>ARE</u> , subscriber to the foregoing instrument.	
Given under my hand and official seal, this 2nd day of October 1990.	
Notary Public 12-30-90	

Clerk's Office

<p>DOLORES MALDONADO <i>Dolores Maldonado</i></p> <p>ANTONIO MALDONADO MARTINEZ <i>Antonio Maldonado Martinez</i></p>	<p>MARTINEZ <i>Martinez</i></p>
<p>BORROWER <i>(Seal)</i></p> <p>BORROWER <i>(Seal)</i></p> <p>BORROWER <i>(Seal)</i></p>	<p>BORROWER <i>(Seal)</i></p>

**Borrower** and **Lender** render their respective **mortgage notes** to 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**.

<p><b>20. Release.</b> Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender          shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.</p> <p><b>21. Waiver of Homestead.</b> Borrower hereby waives all rights of homestead excepted by law.</p> <p><b>22. Riders to this Mortgage.</b> If one or more riders are executed by Borrower and recorded together with this Mortgage,          the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the          coverants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es):]</p>	<p><input type="checkbox"/> Adjustable Rate Rider      <input type="checkbox"/> Condominium Rider      <input type="checkbox"/> 2-4 Family Rider</p> <p><input type="checkbox"/> Adjustable Rate Rider      <input type="checkbox"/> Planed Unit Development Rider      <input type="checkbox"/> Other(s) [Specify] _____</p> <p><input type="checkbox"/> Balloon Payment Rider      <input type="checkbox"/> Graduate Unit Development Rider      <input type="checkbox"/> Mortgagor Payment Rider</p>
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**UNIFORM COVENANTS** Borrower and Lender covenant and agree as follows:

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**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. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

**4. 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.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

ענין זכויות יוצרים: © 2013, קומפנייז אינט'רנשיונל בע"מ. כל הזכויות שמורות.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to meter 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 payments of the management costs of the property included in the rents, including collection of rents, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to ac-

19. **Average Rent of Residential Apartments or Rooms:** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or upon termination of the Property, have the right to collect and retain such rents as they become due and payable.

cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Borrower's Right to Remitiate. 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 90 days from the date the Borrower (i) has been served with a summons or (ii) has otherwise submitted to the jurisdiction of the court, if (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration accrued; (b) Borrower cures all breaches of any other agreements or arrangements 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 (d) Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and Borrower's obligation to pay the sums secured by this Mortgage shall be discharged. Lender's interest in the Property takes such action as Lender may reasonably require to assure that the title of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall be discharged.

Under shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to,

17. **NON-UNIFORM COVENANTS:** Borrower and Lender further agree as follows:

(a) **Acceleration:** Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant of agreement of Borrower in this Mortgage, including the covenants to pay when due my sums secured by this Mortgage, Lender

(b) **Specification of Breach:** (1) the breach; (2) the provision 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) the failure to cure such breach on or before the date specified in the notice.

(c) **Default Notice:** (1) the breach; (2) the provision 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) the failure to cure such breach on or before the date specified in the notice.

(d) **Non-Exclusiveness:** The non-exclusiveness of a default or any other default of Borrower to accelerate all of the sums secured by this Mortgage, including the covenants to pay when due my sums secured by this Mortgage, Lender

(e) **Proceedings:** If the breach of the non-exclusiveness of a default or any other default of Borrower to accelerate all of the sums secured by this Mortgage, including the covenants to pay when due my sums secured by this Mortgage, Lender

(f) **Notices:** Notices given under this Mortgage, including the covenants to pay when due my sums secured by this Mortgage, Lender

VOTE ANY REMEDIES PERMITTED BY THIS MORTGAGE, WITHOUT FURTHER NOTICE OR DEMAND OR BURDEN.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days during which Borrower may cure the default or this mortgage.

16. The 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, render may, at its option, require immediate payment in full of all sums received by this Mortgagee. However, this section shall not be exercised by Lender if exercise is prohibited by law.

may require Bottower to execute and deliver to Lender, in a form acceptable to Lender, an assignment agreement which contains, among other things, an acknowledgement by Bottower that it has supplied labor, materials or services in connection with improvements made to the Property.

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

provision, and (c) (ii) end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees", include all sums to the extent not prohibited by applicable law or limited herein.

13. **General Laws; Severability.** The state and local laws applying to limit the applicability of Federal law in the event that any provision of this Note conflicts with applicable state or local law, such as the Note's requirement that the Note be given effect without the conflict being resolved by the Note's provisions of this Note. Notwithstanding the above, if any provision of this Note conflicts with applicable state or local law, such as the Note's requirement that the Note be given effect without the conflict being resolved by the Note's provisions of this Note, the Note will be given effect without the conflict being resolved by the Note's provisions of this Note.

such other address as Lender may designate by notice to Borrower or Lender shall be deemed to have been given to Borrower or Lender when given in the manner provided herein. Any notice provided for in this provision shall be deemed to have been given to Borrower by notice to Borrower as provided herein. Any notice given in the manner provided for in this provision shall be deemed to have been given to Lender when given in the manner provided herein.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice between Borrower's interests in the Property.

Notwithstanding the above, you shall not convey your Borrower's consent to the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, reprice, or make any other accommodations with respect to the terms of this Mortgage as to the Borrower's consent and without releasing or modifying this Mortgage except to the extent necessary to effect such extension, modification, reprice, or other accommodations.

containing the names of the persons entitled to receive the benefits of the trust.

11. **Successors and Assignees**: Subject and several beneficiaries. The covenants and agreements hereinabove set forth and several beneficiaries, shall not be waives of or preclude the exercise of any such right or remedy.