

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1001 S. WASHINGTON ST.
NAPERVILLE, IL 60566



90485124

0036011 2092

[Space Above This Line For Recording Date]

311509202

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER . 2ND
19. 90 . . . The mortgagor is . MARCIAL. GARCIA . and. GUILLERMINA. GARCIA. . HUSBAND. AND. WIFE.
. ("Borrower"). This Security Instrument is given to . Mid America
Federal Savings Bank, which is organized and existing
under the laws of . . . UNITED STATES. OF. AMERICA., and whose address is
5900. W. CERMAK RD., CICERO, IL 60650. ("Lender").
Borrower owes Lender the principal sum of . NINETY. EIGHT. THOUSAND. SIX. HUNDRED. AND. NO/100.
. Dollars (U.S. \$ 98,600.00). 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 . 1ST, 2020 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 119 IN E. A. CUMMINGS AND COMPANY'S SECOND ADDITION TO WARREN
PARK, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4
AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF
SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

: DEPT-01 RECORDING \$17.25
: T#5555 TRAN 6767 10/04/90 11:38:00
: #1513 + E *-90-485124
COOK COUNTY RECORDER

90485124

P.I.N. 1620429004
which has the address of . 2107. S. 58TH AVE., CICERO.
[Street] [City]
Illinois . . . 60650. ("Property Address");
[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."

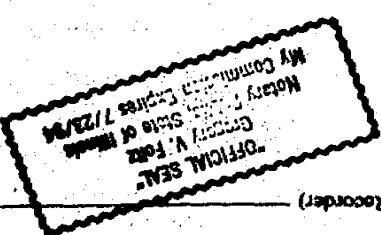
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right
to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of
record. Borrower warrants and will defend generally the title to the Property against all claims 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.

1725
Form 3014
POL

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NINP800003 10/89



NON-REFUNDABLE
MIDWESTERN FEDERAL SAVINGS BANK
1001 S. WASHINGTON ST.
MARION, IL 60566
MAIL RECORDS RETURN TO:

OCTOBER

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; 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 due under the Note.

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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, 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.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

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 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 is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that an insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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 there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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 payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remonstrate. 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 by law may specify for remonstrance); or (b) entry of a judgment enforceable before the date of the first payment of the property pursuant to any power of sale contained in this Security Instrument; or (c) before the date of the first payment of the property pursuant to any power of sale contained in this Security Instrument for reinstatement; or (d) before the date of the first payment of the property pursuant to any power of sale contained in this Security Instrument, if Borrower has given notice to the Lender that Borrower will not pay the amount due under this instrument.

19. Borrower's Right to Remonstrate. 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 by law may specify for remonstrance); or (b) entry of a judgment enforceable before the date of the first payment of the property pursuant to any power of sale contained in this Security Instrument; or (c) before the date of the first payment of the property pursuant to any power of sale contained in this Security Instrument for reinstatement; or (d) before the date of the first payment of the property pursuant to any power of sale contained in this Security Instrument, if Borrower has given notice to the Lender that Borrower will not pay the amount due under this instrument.

20. Security Interest in Instruments. (a) Security interest in instruments. (i) Security interest in instruments. (a) Security interest in instruments. (b) Security interest in instruments. (c) Security interest in instruments. (d) Security interest in instruments. (e) Security interest in instruments. (f) Security interest in instruments. (g) Security interest in instruments. (h) Security interest in instruments. (i) Security interest in instruments. (j) Security interest in instruments. (k) Security interest in instruments. (l) Security interest in instruments. (m) Security interest in instruments. (n) Security interest in instruments. (o) Security interest in instruments. (p) Security interest in instruments. (q) Security interest in instruments. (r) Security interest in instruments. (s) Security interest in instruments. (t) Security interest in instruments. (u) Security interest in instruments. (v) Security interest in instruments. (w) Security interest in instruments. (x) Security interest in instruments. (y) Security interest in instruments. (z) Security interest in instruments.

11. Under exercise of this option, Lender shall give Borrower notice of default within which Borrower must pay all sums secured by this Security Instrument prior to the expiration of this period. If 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, Lender shall file suit without further notice of this period, Lender may invoke any remedies permitted by this Security Instrument without sums paid prior to the expiration of this period, Lender may demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred for any reason, the Lender may, at his 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.

16. BOTTOWER'S COPY. Bottower shall be given one copy of the Note and of this Security Instrument.

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 is held invalid, illegal or unenforceable, it shall not affect other provisions of this Security Instrument or the Note and the Note will still be enforceable in accordance with its terms.

provided for in this paragraph. Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by mailing it to First class mail to Lender's address stated herein or any other address Lender designates; or by mailing it to Lender's address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires otherwise. 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 mailing it to Lender's address or any other address Lender designates; or by mailing it to Lender by first class mail to Lender's address stated herein or any other address Lender designates; or by notice to Lender. Any notice to Borrower. Any notice to Borrower. Any notice to Borrower.

13. **Legislation Affecting Landlord's Rights.** If enactment of any legislation or administrative action of applicable laws has the effect of rendering any provision of the New Jersey Security Instruments ineffective or less effective than the original provision, Lender shall take, to the extent permitted by Paragraph 19, all such exercise of rights as his security instrument and innovative remedies may require in order to protect his interest in the property. Lender reserves the right to make any remedy available to him under this paragraph notwithstanding any provision to the contrary contained in the security instrument.

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 to the permitted limits, 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 friend reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

shall not be a waiver of or preclude the exercise of any right or remedy by the original holder or successively by Lender in accordance with the terms of this Note.

postpone the date of the maturity payments referred to in paragraphs 1 and 2 or change the amount of such payments 16. Doctor was Not Released; Robeरeance By Lender Not a Waiver. Extension of the time for payment of such payments

Given the above award of specific damages, Borrower fails to collect such amounts, it is option to Lender within 30 days after the date the notice is given, Lender is authorized to sell or apply the proceeds, either to restoration of expert of the Property or to the sum demanded, whether or not the same due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers a sum paid to Borrower:

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Agreement and shall be paid to London.

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 written agreement or applicable law.

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2-4 FAMILY RIDER (Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this **2ND** day of **OCTOBER**, 19 **90**,
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
** Mid America Federal Savings and Loan Association..... (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:

2107 S 58TH AVE, CICERO, IL 60650
(Property Address)

2-4 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 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 2-4 Family Rider.

X. *Marcial Garcia* (Seal)
MARCIAL GARCIA
-Borrower

X. *Guillermina Garcia* (Seal)
GUILLERMINA GARCIA
-Borrower

90485124

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Property of Cook County Clerk's Office

Notary Public

GIVEN under my hand and notarial seal, this day of A. D. 19.....

"Secretary then and there acknowledged that is custodian of the
and the said Secretary then and there acknowledged that is custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth.

"President, and Secretary, respectively, appeared before me
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and
willfully act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth;

"President, and Secretary, respectively, appeared before me
and who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such.

"Secretary of said Corporation

"Notary Public in and for said County, in

the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS
COUNTY OF [] ss.

90485124