## UNOFFICIAL GOPY

COOK COUNTY ILLINOIS

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## **MORTGAGE**

5915-5

THIS MCR GAGE ("Security Instrument") is given on October 4,
19 90 The morngagor is PEDRO RAMIRO OCHOA and ABIGAIL MURILLO OCHOA, his wife modifications; (b) the payment of all our r sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performanc, or Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does I creby mortgage, grant and convey to Lender the following described property located in \_\_\_\_\_\_\_Cook \_\_\_\_\_\_\_County, Illinois:

Lot Two (2) in Gerald O'Connor's South Mobile Avenue, Resubdivision of Lots Five (5), Six (6), Seven (7), and Eight (8) in Block Thirteen (13) in Frederick H. Bartlett's First Addition to Greater 79 n Street Subdivision, being a Subdivision of the South East Quarter (1/4) of the South East Quarter (1/4) of Section Thirty (30), Also, the South West Quarter (1/4) of the South West Quarter (1/4) and the South East Quarter (1/4) of the South West Quarter (1/4) of Section Twenty Nine (29), Township Thirty Eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois. Clartisoffic

PTN # 19-29-301-026-0000 PTN # 19-29-301-027-0000

which has the address of 7714 South Mobile Avenue Burbank (Chy) 

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

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to acceleration following Borrower's acceleration under paragraphs 13 and 17 sectleration under paragraphs 13 and 17 welf, (b) the action required to cure the may result in acceleration of the cured of the underly. The notice shall further the foreign of the sum to fine the foreign of the underly. The detail is not cured on or locure. It the detailt is not cured on or the payment in full of all sums secured by the payment in full of all sums secured by onment of the Property and at any time or (in person, by agent or by judicially fine little for the or in the Property and at any time or (in person, by agent or by judicially fine little for the or in the little for the little for the little for the or in the little for the little for the little for the or in the little for th	to Borrower prior to at (but not prior to at (but not brior defa) to decify; (a) the decify; (b) the cecified in the notice occeeding and sale of deciming the remedies precioes this Security require immediation and the right to assert the remedies prior of and manage and and manage of and manage	sales and give anotecity lines and the solutions of less and the fact the motion of less and the fact the motion of less and the fact the motion of less and course of Borrower to acceleration and the perses and the solution of the course of Borrower to acceleration and the perses and course of the course of t	unless applicable law provides otherwise unless applicable law provides otherwise default; (c), a date, not less than 30 days and (d) that failure to cure the default of accorded by this Security Instrument, to cinate accorded by this Security Instrument without furth before the date specified in the motice, links Security Instrument without furth betore the date specified in the motice, links Security Instrument without furth that so the state of the stat

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 Fund; held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary of make up the deficiency in one or more payments as required by Lender.

Upon payme a 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 real st the sums secured by this Security Instrument.

3. Application of I a, nents. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be ap nie : first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable in ler paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borr wer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority wer this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations is the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person wed reyment. 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 ier 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 tien 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 or verage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amourts 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 at d shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Porrower 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 the 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 de y period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal sit all 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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 of 17. Borrower, this Security Instrument, and the obligations secured hereby shall temain fully, effective as if no acceleration had obligation to pay the sums secuted by this Security Instrument shall continue unchanged. Upon reinstatement by enforcement of this security instrument discontinues at any time prior to the earlier of (a) Sugays, or such that the prior of the Property pursuant to any power of sale contained in 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 covering this Security Instrument and the Note had no acceleration occurred incurred incurred in enforcing this security instrument, including but notified to assure that the such security instrument, Lender and (d) takes such section as Lender may security firstrument, including but notified of the Security instrument, Lender's rights in the Property and Borrower's feeling by the property and Borrower's soliton to assure that the sums secured by this Security instrument, Lender's rights in the Property and Borrower's follower's objustion to many accounted by the Security instrument that it is sum in the Borrower's follower than the sum of the Security instrument to make any other secured by this Security instrument that it is sum in the Borrower's follower. enforcement of this Security instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as

Johnoviess than 30 days from the date, the notice is delivered or mailed within which Borrower must pay all sums secured by this security instrument. It Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any transcales period, and the paying the paying the prior of the expiration of this period. Lender may invoke any transcales period and paying security instrument with the paying the p

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by Lender if exercise is prohibited by secured by Lender if exercise is prohibited by

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this 5 re trily Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural

Note are declared to be severable. 15. Coverning Law; Severability. This Security Instrument shall be governed by too as wand the law of the jurisdiction in which the Property is located in the event that any provisions of this Security Instrument or the Note Ministerial in the security in trument or the Note without affect other provisions of this Security In trument or the Note without the conflicts without the conflicts of the Security Instrument and the which can be given effect without the conflicts of this Security Instrument and the which can be given effect without the conflicts of this Security Instrument and the which can be given effect without the conflicts of this Security Instrument and the which can be given effect without the security in the s

dqaragaraq zidi ni provided for in this Security Instrument shall be deemed to have been given to Borrower or Jender when given as provided first classimail to Lender's address stated herein or any other address Lender designates ov notice to Borrower. Any notice 14. Notices. Any notice to Borrower provided for in this Security Instructure Less of another metric. The notice shall be directed to the mailing it by first class mail unless applicable law requires use of another metric. The notice shall be directed to the appear of the shall be given by applicable saving the saving the saving of the

paragraph 17.

permitted by paragraph 19, 1f Lender exercises this option, Lender shall take the steps specified in the second paragraph of mayircquire immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies rendering any provision of the More or this Security Instrument unenfor on ble according to its terms, Lender, at its option, partial prepayment without any prepayment charge under the Note 13. Legislation Affecting Lender's Rights. It enactues to a expiration of applicable laws has the effect of

under the Note onby making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a specessary 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 my ve cose to make this refund by reducing the principal owed charges, and charles, is sinally interpreted so that it and creat or other loan charges collected or to be collected in some such loan charges shall be reduced by the amount 12. Loan Charges. If the loan secured by the Security Instrument is subject to a law which sets maximum loan

that Borrower's consent.

differsums secured by this Security Instrument of (c) agrees that Lender and any other Borrower may agree to extend, modify floreing or the Note without modify floreing or make any accommodations with regard to the terms of this Security Instrument or the Note without Strattment but does not execute the fronce (1) its co-signing this Security Instrument (b) is not personally obligated to pay offparagraphil 7: Borrower's covernants 2, dagreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind at a cocasion and assigns of Lender and Borrower, subject to the provisions by incociginal Borrower or trover's successors in interest. Any forbearance by Lender in exercising any tight or remedy shall motibe a waiver of or precise it is exercise of any right or remedy.

11. Successors and Assi, as Joint and Several Liability. Co-signers. The covenants and agreements of the provisions.

Ecnet shall not be a required to commence proceedings against any successor in interest or refuse to commence proceedings against any secured by this Security Instrument by reason of any demand made properties and the successor of the successor finierest of Borrowe, s' alla tot operate to release the liability of the original Borrower or Borrower's successors in inlerest. modification of a principle sums secured by this Security Instrument granted by Lender to any successor in

postpone the died of the of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments 10. Borrover Not Released. Forbearance By Lender Not a Waiver. Extension of the time for payment or Unies of soder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or stolike sums sectrediby this Security Instrument, whether or not then due.

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, it conderis authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or alfithe Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower.

Selore the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unicest Borrower and Lender to the agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

shall give Borrower notice arithe time of orphor to an inspection specifying reasonable cause for the inspection.

3. Condemnation of other taking of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

insurance ferminates 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 Borrower shall pay incipremiums required to maintain the insurance in effect until such time as the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

## UNO FEMILY RIDER OF YOUR RENES OF YOUR PROPERTY OF THE PROPERT

THIS 1-4 FAMILY RIDER is made this 4th, day of Vectorer	, 19 , 99 ,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trus	
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure UNIVERSAL SAVINGS AND LOAN ASSOCIATION	Borrower's Note to (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:	
7714 South Mobile Avenue, Burbank, Illinois 604	54

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree us 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. SUBORD' ATE 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 ANSURANCE. 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 FIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF L'ASES. 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'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 add, and security only.

If Lender gives notice of breach to Borrower: (i) all remarked 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) cach tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the renant.

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 man ain 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 tote 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 ir this 1-4 Family Rider.

Pedro Ramiro Ochoa

\*\*Cloquel Musillo Dehoa (Scai)

Abigail Murillo Ochoa

Borrower

mail to:

UNIVERSAL SAVINGS AND LOAM ASSOCIATION 1800 South Halsted Street Chicago, Illineis 50608 SAT KING GERMAN BENKELENGEN DER BESTELLE IN DER STELLE Barrimonia da Lakerra et Lagurar e de de jolisto

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