

# UNOFFICIAL COPY

2608

90592268

ATTEST: I, CLERK OF COOK COUNTY, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT FILED IN MY OFFICE ON THE DATE ABOVE INDICATED.

BOX 260

## MORTGAGE 279908-1

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 27 1990**. The mortgagors are **VILLAMOR HABON AND VIRGINIA B. HABON, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS** which is organized and exists under the laws of **THE UNITED STATES OF AMERICA** and whose address is **4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND AND NO/100**

Dollars (U.S. \$ **100,000.00**). 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 **DECEMBER 1, 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 3 IN SPARACINOS SUBDIVISION OF PART OF LOT 1 IN BELL'S DIVISION OF PART OF SECTION 26 AND 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

SEPT-01 RECORDING 115.00  
141111 TRAN 2368 12:05:30 12:37:00  
1323 : A \* -90-582268  
COOK COUNTY RECORDER

90592268

15

12-27-407-062

which has the address of **8770 RICHARD STREET RIVER GROVE**  
Illinois **60171** ("Property Address")

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 to the extent of any existing, Borrower warrants and will defend generally the title to the Property against all claims and demands, whether to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform provisions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

OFFICIAL SEAL  
REMEDIOS D. RUÑO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/30/94

RECORD AND RETURN TO: BOX 260  
CHICAGO, IL 60641  
PREPARED BY: JOYCE GRADT  
THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
4901 WEST LIVING PERKINS ROAD  
CHICAGO, ILLINOIS 60631  
ATTENTION: JOYCE GRADT

My Commission expires 10-30-94  
I, Remedios D. Ruño, Notary Public, do hereby certify that VILLAMOR HABON AND VIRGINIA B. HABON, HUSBAND AND WIFE personally known to me to be the same persons whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

and in any trusts executed by Borrower and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument  
and in any riders executed by Borrower and recorded with it  
[Space Below (Use Line for Acknowledgment)]  
STATE OF ILLINOIS  
County: Cook  
a Notary Public in and for said county and state.

(Seal) VILLAMOR HABON  
Borrower  
Virginia B. Habon  
Borrower  
VIRGINIA B. HABON/HIS WIFE  
Borrower  
Borrower  
Borrower

Adjustable Rate Rider   
Planned Unit Development Rider   
Condominium Rider   
Family Rider

NON-FORFEITABLE COVENANTS, Borrower and Lender, further covenant and agree as follows:  
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration, showing Borrower's breach of any covenant or agreement in this Security Instrument that 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) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument; forfeiture by judicial proceeding and sale of the Property; (d) the notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose. Its Security Instrument by judicial proceeding, but not limited to, reasonable attorneys' fees and costs of litigation, including, but not limited to, reasonable attorneys' fees and costs of litigation.  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
23. Riders in this Security Instrument. 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes.)  
 Adjusted Rate Rider  
 Planned Unit Development Rider  
 Condominium Rider  
 Family Rider  
Other(s) [specify]

892667006

90092218

**1. Payment of Principal and Interest, Prepayment and Late Charges.** Borrower shall promptly pay when due the principal 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 deposit with the Lender monthly payments and late charges under the Note, until the Note is paid in full, a sum sufficient to pay the monthly taxes and assessments which may attach priority over this Security Instrument, the monthly hazard insurance premiums and the monthly mortgage maintenance payments, 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 of the deposit or accounts of which are insured or guaranteed by a federal or state agency and 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, applying 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 owe 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 is made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the balance of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the maturity 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 added to Borrower's 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 the 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 lien 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, including, without limitation, property taxes, and household payments on ground rent, if any. Borrower shall pay such obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them immediately to the person owed payment. Borrower shall promptly furnish to Lender all notices or 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 obtains a written agreement of the obligor of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in writing to the filing of a demand 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 attach priority over this Security Instrument, Lender may give Borrower a notice of such lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 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 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-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, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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.

# UNOFFICIAL COPY

11. Lender required mortgage insurance as a condition of making the loan secured by the 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 the terms of the agreement between Borrower and Lender's written agreement or applicable law.

12. Inspection. Lender may, at any time, cause an inspection of the Property and the Security Instrument to be made by an independent inspector, engineer, architect, appraiser, or other qualified person. Lender shall be entitled to an inspection of the Property and the Security Instrument at the time of the inspection. Lender shall be entitled to an inspection of the Property and the Security Instrument at the time of the inspection. Lender shall be entitled to an inspection of the Property and the Security Instrument at the time of the inspection.

13. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or part of the Property, or for compensation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

14. 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, the proceeds shall be reduced by the amount of the proceeds multiplied by the ratio of the value of the Property immediately before the taking to the value of the Property immediately after the taking. Any balance shall be paid to Borrower.

15. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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.

16. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to position in the event of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

17. Borrower's Release. Borrower releases, defends, indemnifies and holds Lender, its successors, agents, assigns, attorneys, and mortgagees harmless from and against all claims, damages, losses, costs, expenses, and attorneys' fees, including reasonable attorneys' fees, in connection with the making, servicing, enforcement, and liquidation of the loan 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, the amount of the proceeds multiplied by the ratio of the value of the Property immediately before the taking to the value of the Property immediately after the taking 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, the amount of the proceeds multiplied by the ratio of the value of the Property immediately before the taking to the value of the Property immediately after the taking 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, the amount of the proceeds multiplied by the ratio of the value of the Property immediately before the taking to the value of the Property immediately after the taking shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

18. Borrower's Right to Reinsure. If Borrower meets certain conditions, Borrower shall have the right to have Lender reinsure the sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may, in its option, require immediate payment in full of all sums secured by this Security Instrument. However, this requirement shall not be exercised by Lender if exercise is prohibited by general laws of the date of this Security Instrument.

19. Lender 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 meets certain conditions, Borrower shall have the right to have Lender reinsure the sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may, in its option, require immediate payment in full of all sums secured by this Security Instrument. However, this requirement shall not be exercised by Lender if exercise is prohibited by general laws of the date of this Security Instrument.

20. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any beneficial interest in the Property is sold or transferred for a beneficial interest in Borrower, Lender shall be notified of the sale or transfer. If the sale or transfer is not made in accordance with the provisions of this Security Instrument, Lender shall have the right to require immediate payment in full of all sums secured by this Security Instrument. However, this requirement shall not be exercised by Lender if exercise is prohibited by general laws of the date of this Security Instrument.

21. Borrower's Copy. Borrower shall be given one true and correct copy of the Note and of this Security Instrument, and the Note shall be given effect without the copy of the Note.

22. Governing Law. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument shall be given effect without the conflicting provision.

23. Assignment. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given to the address stated herein or any other address designated by notice to Lender. Any notice to Lender shall be given to the Property Address to any other address designated by notice to Lender. The notice shall be deemed to have been given to Borrower or Lender when given to the Property Address to any other address designated by notice to Lender.

24. Notices. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given to the Property Address to any other address designated by notice to Lender. The notice shall be deemed to have been given to Borrower or Lender when given to the Property Address to any other address designated by notice to Lender.

25. 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 maximum loan charges collected or to be collected in connection with the loan exceed the permitted amount, then in any such case loan charges shall be reduced by the amount necessary to reduce the charge to the permitted amount, and for any such amount already collected from Borrower which exceeded permitted amount will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the loan or by making a direct payment to Borrower. If a refund is required, the reduction will be treated as a partial prepayment upon any prepayment made under the Note.

26. Successors and Assigns. Lender and several assigns. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note, is to signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument, and is not personally obligated to pay the Note. Lender and any other party who signs this Security Instrument, and agrees that Lender and any other party who signs this Security Instrument may agree to extend, modify, alter or make any accommodations with respect to the terms of this Security Instrument or the Note without the Borrower's consent.

640226506