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LOAN NO. 011866284

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JULY 27, 1990** The mortgagor is
REFUGIO CARDONA AND RAQUEL CARDONA, HIS WIFE ("Borrower").

This Security Instrument is given to **ST. PAUL FEDERAL BANK FOR SAVINGS**, which is organized and existing under the law of the United States of America, and whose address is **6700 W. North Avenue, Chicago, Illinois 60635** ("Lender"). Borrower owes Lender the principal sum of

THIRTY FIVE THOUSAND AND NO /100 Dollars
(U.S. **35,000.00**). 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 **AUGUST 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 10 IN BLOCK 4 IN REAPER ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN. #17-30-118-007-0000

DEPT-01 RECORDING \$16.25
T#7777 TRAN 8426 07/30/90 13:42:00
#2241 F *-90-365994
COOK COUNTY RECORDER

which has the address of ("Property Address");

2141 W 24TH STREET CHICAGO IL 60608

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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011866284

CHICAGO, IL 60635

6700 W NORTH AV

ST BAEF FEDERAL BANK FOR SAVINGS

MICHAEL J. O'CONNOR

to prepare him for his mission.



My commission expires: April 1, 1983

Given under my hand and official seal, this 27 day of June 1970.

..... personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he ----- signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein

do hereby certify that
REFUGIO CARDONA and RAQUEL CARDONA

1. Notary Public in said for said county and state.

State of Illinois, County ss:

**RETIRO DE CARTA
BOMBEROS
(SAC)**

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any addendum(s). Accepted by Borrower and recorded with it.

- Adjustable Bed-in Rider
- Condominium Rider
- 24 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [Specify]

23. Riders to this Security Instrument. If 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 this instrument. The covenants and agreements of each such rider shall as if the rider(s) were a part of this Security instrument. (Check applicable box(es))

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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 amounts payable under paragraph 2; second, 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 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 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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18. Borrower's Right to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any Power of Sale contained in this agreement; or (b) entry of a judgment enjoining this Security Interest. Those conditions are that Borrower fails to pay Uncleared sums which would be due under this Security Interest and the Note had no acceleration accrued; (c) pays Uncleared all sums which would be due under this Security Interest and the Note had no acceleration accrued; (d) causes any other agreements or arrangements for advances (e.g., takes such action as lender may reasonably require to assess that the line of credit has been exceeded); and (e) fails to pay the amounts required to pay the sums secured by this Security Interest which have accrued since the date of this agreement.

If Lender exercises his option to give Borrower notice of acceleration, The notice shall provide a period of not less than 60 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

16 Both parties shall be given one softformed copy of the Note and of this Security instrument.

provided in this paragraph

mailing by first class mail unless otherwise specified. We will not be liable for any delay or damage in delivery. We will not be liable for any loss or damage resulting from any act of omission or commission of our employees or agents or any third party.

13. The organization retains authority to terminate or modify this Agreement at any time if it determines that its security interests are not being adequately protected.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by fax or e-mail to the address set forth above or to such other address as Borrower may designate in writing.

15. Paragraph 17.

12. **Loan Charges.** If the loan accrued by this Section is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the exercise of 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 amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may use to make this reduction by reducing the principal owed under the note or by making a direct payment to Borrower. If a refund reduces principal, the reduction as a partial repayment without any prepayment charge under the note of applicable laws has the effect of rendering

11. Successors and Assigns Right and Security Interest; Co-Signers. The convenants and agreements of this instrument shall bind and be binding upon 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 co-signs this instrument shall be liable to the same extent as Lender and Borrower, and any co-signer shall be liable to the same extent as Lender and Borrower under this instrument. If any co-signer fails to pay any amount due hereunder, Lender may sue such co-signer or any one or more of them, and Lender may collect from any one or more of them any amount due hereunder. Lender may sue Lender and any co-signer at the same time or separately. Lender may sue Lender and any co-signer in any court having jurisdiction over Lender and any co-signer. Lender may sue Lender and any co-signer in any court having jurisdiction over Lender and any co-signer. Lender may sue Lender and any co-signer in any court having jurisdiction over Lender and any co-signer.

If the property is damaged or stolen a claim for damages, Borrower fails to respond to Lender's demand to repair the damage within 30 days after the date the notice is given. Lender is authorized to collect for damages, or Borrower to collect for damages, or to sue to recover the amount of such damages.

In the event of a total or partial failure of the telephone, the provider shall be liable for all expenses incurred by the Borrower in finding alternative arrangements for the services required to fulfill the terms of this Agreement.

8. **Lapsection.** Leader or its agent may make reasonable entries upon and inspectors of the property. Leader shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation action or other taking of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Leader.

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LOAN RIDER 5-19-86

LOAN NO. 011866284
DATE JULY 27, 1990

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

2141 W 24TH STREET, CHICAGO IL 60608

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Rafael Cardona
RAQUEL CARDONA Borrower

Rafael Cardona
RAQUEL CARDONA Borrower

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