

PREPARED BY:
LAURIE MAYBRUN
SCHAUMBURG, IL 60173

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91522700

RECORD AND RETURN TO:
UNITED SAVINGS ASSN OF THE SOUTHWEST FSB
1301 NORTH BASSWOOD-4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

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5891601

MORTGAGE

91522700

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 30, 1991 . The mortgagor is
MANUEL PEREZ

AND EVANGELINA MUÑOZ, AKA EVANGELINA MUÑOZ PEREZ, her wife

NYC
F.C.P.

(*Borrower"). This Security Instrument is given to
UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

which is organized and existing under the laws of THE UNITED STATES , and whose
address is 1301 NORTH BASSWOOD-4TH FLOOR

SCHAUMBURG, ILLINOIS 60173 (*Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FIFTEEN THOUSAND
AND 00/100 Dollars (U.S. \$ 115,000.00).

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 OCTOBER 1, 2006

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (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 14 IN BLOCK 3 IN WILLIAM E. HATTERMAN'S IRVING PARK BOULEVARD
SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-24-102-012

which has the address of 3935 ALBANY AVENUE, CHICAGO
Illinois 60618 (*Property Address");
Zip Code

Street, City ,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

MP -6RILL 9-90

VMP MORTGAGE FORMS 1313-293 8100 • (800) 621-7281

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DPS 1089
Form 3014 9/90
Initials: _____

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Borrower shall promptly disburse any lien which has priority over this Security Instrument unless Borrower sets forth above within 30 days of the giving of notice more of the actions set forth above within 30 days of the giving of notice.

3. Application of remedies. Unless application law provides otherwise, all payments received by the debtor under paragraphs 1 and 2 shall be applied: first, to any preexisting debt due; second, to amounts due under paragraph 2; third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale to credit against the sums secured by this Security Instrument.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following payment of all sums advanced by Lender.

debt to the Funds was made. The Funds are pledged as additioal security for all sums accrued by this Security instrument.

Escrow items or otherwise in accordance with applicable law

2. Funds for Taxes and Insurance, subject to applicable law or to written waiver by Lender, Borrower shall pay under the Note until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue prior to the Note; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Extraordinary Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federal mortgagor to do may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law applies to the Fund set aside amount. In so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Fund set aside amount.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender believe that such agree as follows:

THIS SECURITY INSTRUMENT combines uniform securities for habitual use and non-uniform coverments with limited liability.

BORROWER COVENANTS that Borrower is lawfully entitled to the property and has the right to mortgage it; and will defend effectively the title to the property against all claims and demands, except for encumbrances of record. Borrower warrants

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All replacements and addititions shall also be covered by this Schedule.

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Form 3014 9-90
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8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage terminates or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect. It is a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect. From an estimate mortgage insurer approved by Lender. If Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender reserves the right to require Lender to make good on the deficiency if the value of the property is less than the amount outstanding.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower created 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 given by Lender to Borrower requesting

7. Leader does not have to do so

7. Protection of Lender's Rights in the Property. 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, probable, for condemnation or forfeiture 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. Although Lender may take such action under this paragraph, fees and expenses on the Property to make repairs. Although Lender may take such action under this paragraph, fees and expenses incurred by a lien which has priority over this Security Instrument may be paid by a sum secured by a lien which has priority over this Security Instrument in such cases.

If less Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of the property damaged, or the restoration of repairs to damage to fixtures and furniture is not less than if the restoration of damage to the property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument.

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

5. Standard of Property 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, floods or flooding, 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 unreasonable withinheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

payments may no longer be required, at the option of Lender, if non-lawsuit insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 by the amount necessary 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 may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or the Note conflicts with applicable law, such conflict shall not affect other 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 and the Note are declared to be severable.

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

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MULTISTATE 1-4 FAMILY RIDER — Family Mac/Family Mac Life/term Insurance

H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION; BORROWER ABSOLUTELY UNCONDITIONALLY ASSIGNS AND TRANSFERS TO LENDER ALL THE RENTS AND REVENUES ("RENTS") OF THE PROPERTY, REGARDLESS OF TO WHOM THE RENTS OF THE PROPERTY ARE PAYABLE. BORROWER AUTHORIZES LENDER OR LENDER'S AGENTS TO COLLECT THE RENTS, AND UNCONDITIONALLY ASSIGNS AND TRANSFERS TO LENDER ALL THE RENTS AND REVENUES ("RENTS") OF THE PROPERTY, REGARDLESS OF TO WHOM THE RENTS OF THE PROPERTY ARE PAYABLE. BORROWER NOTICIA DEFAUT PURSUANT TO PARAGRAPH 21 OF THE SECURITY INSTRUMENT AND IN LENDER HAS GIVEN NOTICE TO THE TENANT(S) THAT THE RENTS ARE TO BE PAID TO LENDER OR LENDER'S AGENT. THIS ASSIGNMENT OF RENTS CONSTITUTES AN ABSOLUTE ASSIGNMENT AND NOT AN ASSIGNMENT FOR ADDITIONAL SECURITY ONLY.

G. 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. BOARDWERS OCCUPANCY. Unless Lessee and Boardowner otherwise agree in writing, the Boardowner's occupancy of the Premises is deleted. All remaining covenants and agreements

E. BORROWER'S RIGHT TO REINSTATE. DELETED. Uniform Coverage Law deleted.

For which insurance is required by Uniform Covenant 5.

SecuritY instrument to be perfected against the PropertY without Lander, per. written permission.

C. SUBORDINATE LENS. Except as permitted by federal law, Fortower shall not allow any lien holder to file
with an agency or other authority any judgment or claim against Fortower or any of its
affiliates.

use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, rules and requirements of the county and body corporate to the Property.

this 1-4 Family Rider and the Security Instrument as the "Property".
B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the

ramain a part of the property covered by the Security instrument, all of the foregoing (as well as any other property described in the Security instrument for the leasehold estate if the Security instrument is an leasehold) are referred to in

hereinafter attached to the Property, all of which, including replacement parts and addititions thereto, shall be deemed to be and

ranges, stoves, refrigerators, dishwashers, dryers, disposals, washers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or

those for the purposes of supplying a distilling apparatus, condensing, electricity, gas, water, air and oxygen, and for cleaning and extinguishing apparatus, security and electric control apparatus, plumbing, bath tubs, water heaters, water closets, sinks,

or hereinafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to,

described in the Security Instrument, the following items are added to the Property description, and shall also constitute property governed by the Security Instrument:

Borrower and Lender further agree as follows:

1-24. FINANCIAL GOVERNMENT, THE CONTRIBUTION TO THE GOVERNMENT AND ITS MEMBERSHIP IN THE SECURITIZATION MARKET

(Proceedings) 2004-2005

3935 ALBANY AVENUE, CHICAGO, ILLINOIS 60618

OUTLINED SERVICES AREN'T THE SECURITY TOOLS

"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
INTERSTATE SAVINGS ASSN OF THE SOUTHWEST ESB

THIS 1ST 4 FAMILY RIDGE is made this 30TH day of SEPTEMBER 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

11. **General** **Issue**

Assignment of Rents

1-4 FAMILY RIDER

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the 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; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that 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.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

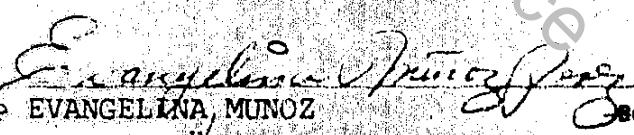
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


MANUEL PEREZ

(Seal)

-Borrower

EPM 
npe EVANGELINA, MUÑOZ

(Seal)

Borrower



(Seal)

-Borrower

(Seal)
-Borrower

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OPS 1093

23. A number of Homestead Borrower wives all right of homestead example in the property.

21. Measuring; but not limited to, reasonable attorney fees and costs of the evidence;

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follow:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos; lead-based paint; radon; volatile organic compounds; polychlorinated biphenyls; hexavalent chromium; formaldehyde; and radionuclides.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental body or authority or any other party against Borrower relating to the Collateral.

70. **Hazardous Substances**. Notower shall in any event be permitted to purchase, own, dispose of, transfer or use

19. Sale of Note: During or before the Note of a party interest in the Note together with this instrument may be sold one of more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Secured Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in a reasonable period of time and applicable law. The notice will state the name and address of the new Servicer and the address to which payments should be made. The notice will also state information required by applicable law.

18. Borrower's Right to Remodel Instrument. If Borrower meets certain conditions, Borrower shall have the right to demand an amendment of this Security Interest instrument at any time prior to the earlier of (a) 5 days for such other period as applicable law may specify for remodelling before sale of the Property pursuant to any power of sale contained in this Security Interest instrument; or (b) entry of a judgment entitling his Security Interest instrument. Those conditions are that Borrower (i) pays all expenses incurred in connection with the remodeling of any other conveyances of improvements, (ii) pays all expenses incurred in enforcing this Security Interest instrument and the Note as if no acceleration had occurred; (iii) renders all sums which then would be due under this Security Interest instrument and the Note as if no acceleration had occurred; (iv) complies with all terms and conditions set forth in this Security Interest instrument and the Note as if no acceleration had occurred; and (v) remains in full compliance with all other terms and conditions set forth in this Security Interest instrument.

"Under exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered to Borrower 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.

17. Transfer of the property or a beneficial interest in Borrower's beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, it shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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24. **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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es):)

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Manuel Perez
MANUEL PEREZ

(Seal)

Witness

Borrower

Evangelina Munoz
EVANGELINA MUNOZ

(Seal)

Witness

Borrower

MPC

EPM
EPM - Evangelina J. Munoz

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

I, a Notary Public in and for said county and state do hereby certify that

MANUEL PEREZ AND EVANGELINA MUNOZ, AKA EVANGELINA MUNOZ PEREZ, his wife

MPC

P.

EPM

personally known to me to be the same person(s) whose name(s) 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.

Given under my hand and official seal, this 30th day of Sept 1991.

My Commission Expires

Notary Public

