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State of Illinois

MORTGAGE

0168720

FHA Case No.

11168720

60614

91668720

December 1, 1981

THIS MORTGAGE ("Security Instrument") is made on

The Mortgagor is
MARCEL GARCIA, BACHELOR AND JESUS ESCOBAR, BACHELOR
CARMEN ESCOBAR, SPINSTER AND ELENA ESCOBAR, SPINSTER

whose address is 3335 W CLYBURN AVE CHICAGO IL 60614

MARGARETTE & COMPANY, INC.

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of THE STATE OF NEW JERSEY, and whose address is One Hanson Hotel, 130 New Jersey Avenue, Newark, NJ 07102

("Lender"). Borrower owes Lender the principal sum of

One Hundred Ten Thousand Dollars (\$110,000.00). The principal amount, interest, and all other sums due or to become due by Borrower to Lender shall be paid in

Dollars (U.S. \$ 110,000.00). 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 January 1st, 2000. 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 6 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

LOT 10 (EXCEPT THE WEST 1/2 FEET AND THE WEST 1/2 FEET OF LOT 11 IN BLOCK 8 IN WILLIAM H. LINNELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SW 1/4 EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN #13-14-128-008-0100

County, Illinois:

91668720
DEFT-01 RECDING 11/16/81
T45555 74AN 5051 12-19-81 1782107
\$2591 + E *--91-668720
COOK COUNTY REGISTER

REALTY TITLE, INC.
ORDER # 11320

which has the address of

3335 W CLYBURN AVE CHICAGO, IL 60614

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.

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7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 3 or change the amount of such payment. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations of the Board or the Secretary, declare payment default if immediate payment in full of all sums secured by this Security Instrument is:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or
(ii) Borrower defaults by failing to pay a principal trustee tax or other taxes, assessments, and charges maintained in this Security Instrument.

(b) Sale Without Credit Approval. Section 10 of the Secretary, require immediate payment in full by all or part of the Project. The Project must be repaid to the Secretary in monthly installments.

See also Waiver. *Do not require a separate signature page for the Waiver. The Waiver may be signed on the same page as the other documents.*

(d) Regulations of MDP Secretary - The MDP Secretary may issue regulations in the case of payment of amounts by the MDP to the State Government or any other authority as may be required.

(e) Mortgage Not Insured - A written instrument which purports to make a mortgage or deed of trust, but which is not eligible for insurance under the title insurance laws of the state in which it is recorded, or which purports to make a mortgage notwithstanding its failure to conform to the requirements of the title insurance laws of the state in which it is recorded.

10. Payment - It is agreed that the sum of \$100.00 shall be paid to the
insured at a time and place to be determined by the
insurer, declining to insure the insured for any
unintended or negligent act or omission of the
insurer.

10. Reinstatement If the power company fails to pay its bills, it may be forced to turn off your power. If you pay all your bills on time, you can ask the power company to reinstate your power.

proceedings are instituted by Lender against Borrower's assets, Lender shall have the right to require Borrower to pay to Lender, within ten (10) days after receipt of notice from Lender, all amounts due and payable under this Note, plus interest thereon at the rate of 12% per annum, from the date of the original payment of principal until paid in full, plus costs and expenses of collection, including reasonable attorney fees, and Lender may proceed to collect such amounts by any legal or equitable proceeding, including garnishment, attachment, or sale of the priority of the security interest.

12. Signature and Name, Rank, Grade, and Classification of Signer:

12. Successors and Assignees The rights and obligations under this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

execute the terms and conditions of this instrument. Properties under the name of the Company, its officers, Instrument, and agents, shall be held by the Company with regard to the terms and conditions of this instrument.

13. Notices. Any notice required or permitted by this Agreement may be given by first class mail, postage prepaid, to the other party at its address as stated herein or at any other address Barrick Gold may designate in writing.

14. Governing Law. Subject to the laws of the State in which the Property is located, the rights and obligations of the parties shall be governed by the applicable law, such conflicts of law notwithstanding.

15. Borrower's Copy. **16. Assignment of Rights.** **Borrower** agrees to assign to **Lender** all rights and interests in and to the property described in the **Deed of Trust** and in the **Assignment of Rights** and to make all payments due thereon to **Lender**.

16. Assignment of Rents. Borrower authorizes Lender or Lender's agent to receive rents from lessees and pay the rents to Lender or Lender's agent.

or agreement in the Security Instrument or by written assignment for the benefit of Lender and Borrower. This assignment of rents and security interest shall not affect the validity of the original lease or the original security only.

of Lender only, to be applied to the sums secured by the Security Interest in the Property, (b) each tenant shall pay all amounts due under the lease of the rents of the Property; and (c) each tenant of the Property shall pay all amounts due under the lease upon Lender's written demand to the tenant.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender may make entry upon the Property or may do so at any time there is a breach. Any application of rents

Borrower. However, Lender or a judiciary appointed receiver may do so at any time there is a default. Any such action or release 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.

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Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security instrument. The amounts shall bear interest from the date of disbursement at the Note rate, and at the option of the Lender, shall be immediately due and payable.

If Borrower fails to make the payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Note, Lender may declare all sums then due hereon to be immediately payable.

69. **Chargers to Borrower and Promisor of Lender's Rights in the Property.** Borrower shall pay all governmentals or
ministerial charges to Borrower and Promisor of Lender's Rights in the Property, taxes and impositions that are levied
on the property which is owned by the borrower. It shall be the responsibility of the Lender to pay all ad valorem
taxes and impositions that are levied on the property. It shall be the responsibility of the Lender to pay all
ministerial charges, taxes and impositions that are levied on the property. It shall be the responsibility of the
Lender to pay all ministerial charges, taxes and impositions that are levied on the property. Upon Lender's

5. Occupancy, Pre-emption, Lienholder, and the Protection of the Property Borrower's, Lender's, and lessee's rights under the leasehold interest in the property, and the protection of the lessee's right to quiet enjoyment of the property, shall be determined by the parties to the lease, and shall not be affected by the provisions of this Agreement.

In the event of loss, the holder and the trustee shall give timely notice to the trustee of the loss or damage and in a form acceptable to the trustee.

3. **Free, Flood and Other Flood Insurance** is a tax shield because it impacts earnings on the Properties, whether from in-
surance or as a loss due to damage.

The *appendix* to the *memorandum* contains a plan for the proposed *reconstruction* of the *Colombian* *Republic*, which was to be presented to the *Senate* of the *United States*. The *memorandum* also contains a plan for the *reconstruction* of the *Colombian* *Republic*, which was to be presented to the *Senate* of the *United States*.

As used in this *Sextenary Instrument*, *Sextenary*, *Sextenary and Urban Development* or *Urban Development and Urban* refers to the *Sextenary and Urban* part of the *Sextenary* principle.

Each monthly installment for items (a), (b) and (c) shall bear one-half of the amount of the monthly estimated expenses.

2. Jointly Purchased by Partners, Insurancce and Other Charities. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments of ground rents on the Property, and (c) premiums for insurance

CALIFORNIA COVENANTS. Borrower and Lender severally and severally shall pay when due the principal of, and interest on, the debt evidenced by the Note of Principal, interest and late charges due under the Note;

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ADJUSTABLE RATE RIDER

31-855555-125
60404282

THIS ADJUSTABLE RATE RIDER is made this **11th** day of December, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") on the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

Margarettet & Company, Inc., a corporation organized and existing under the laws of the State of New Jersey (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3335 W. CUYLER AVE., CHICAGO, IL 606 14
Property Allocated

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of January, 1992, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new index.

(C) Calculation of Interest Rate Change

Before each Change Date, Lender will calculate a new interest rate by adding a margin of two percent (2%) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

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Property of Cook County Clerk's Office

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

(6) Effective Date of Changes
A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph (E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment exceeding the payment which should have been made in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest accrued at the Note rate (a rate equal to the higher rate which should have been stated in the note plus the option to either (i) demand the return to Borrower of any excess payment, or (ii) request that the Note rate (a rate equal to the higher rate which should have been stated in the note plus the option to either (i) demand the return to Borrower of any excess payment, or (iii) request that the Note rate (a rate equal to the higher rate which should have been stated in the note plus the option to either (i) demand the return to Borrower of any excess payment, whichever is greater before the demand for return is made.