

THE UNDERSIGNED,

GEORGE A. MATA and KAREN V. MATA, HUSBAND AND WIFE

of CITY OF CHICAGO, County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS, to wit:

THE WEST 17.94 FEET OF LOT 22 ALL OF LOT 23 AND LOT 24 (EXCEPT THE WEST 16.94 FEET THEREOF) IN BLOCK 1 IN RIVER GROVE ESTATES, BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2260 W. O'CONNOR, RIVER GROVE, IL 60171.

PERMANENT TAX NUMBER: 12-26-201-061.

DEPT-01 RECORDINGS \$16.50
T#1111 TRAN 1823 12/20/91 12:44:00
#3440 A \*-91-671625
COOK COUNTY RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and passed over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing date herewith in the principal sum of FOUR HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO 1/100 Dollars

is 412500.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of

THREE THOUSAND THREE HUNDRED TWENTY-ONE AND 56/100 Dollars

is 3321.56, commencing the 1ST day of JANUARY, 1992

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b) This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of FOUR HUNDRED NINETY-FIVE THOUSAND AND NO 1/100 Dollars is 495000.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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Property of Cook County Clerk's Office

91671625

Box ..... 403

**MORTGAGE**

MATA, MATA

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
8260 W. O'CONNOR  
RIVER GROVE, ILLINOIS 60171

Loan No. .... 01-62971-35

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statutory period during which it may be exercised Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers in any, which it might have had with the paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of the paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

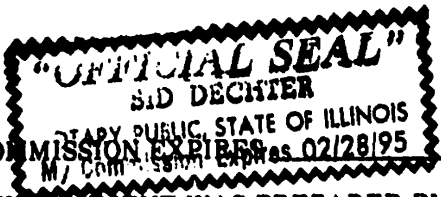
IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 25TH

day of NOVEMBER, A.D. 19 91
George A. Mata (SEAL), Karen V. Mata (SEAL)
GEORGE A. MATA (SEAL), KAREN V. MATA (SEAL)

STATE OF ILLINOIS
COUNTY OF COOK } ss
I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GEORGE A. MATA and KAREN V. MATA, HUSBAND AND WIFE personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 25TH day of NOVEMBER, A.D. 19 91



[Signature]
Notary Public

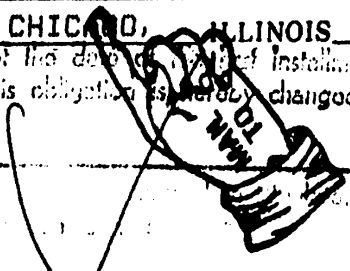
mail to

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION, 5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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Deferment of the date of the first installment due under this obligation is hereby changed to 2-1-92
Deferment of the first change date stipulated in this obligation is hereby changed to 1-1-93
Deferment of the maturity date stipulated is hereby changed to 1-1-2017
CRAGIN FEDERAL BANK FOR SAVINGS

Deferment of the date of the first installment due under this obligation is hereby changed to
Deferment of this
Deferment
CRAGIN FEDERAL BANK FOR SAVINGS
By



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period of redemption, for the full insurable value thereof, in such company, through such agents or brokers, and in such form as shall be satisfactory to the mortgagee; such insurance policies shall remain with the mortgagee during said period of period, and contain the usual clauses satisfactory to the mortgagee making them payable to the mortgagee, and in case of foreclosure, and in case of sale under such policies, the mortgagee is authorized to adjust, collect and receive redemption, or any grantee in a deed pursuant to foreclosure, and in case of sale of the property, the mortgagee is authorized to adjust, collect and receive the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanical or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any act or omission to act, (7) To comply with all requirements of law with respect to mortgages and the use thereof; (8) Not to use the property for any purpose other than that for which it is now used; (9) Any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (10) any purchase or conditional sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or improvements now or at any time in process of erection upon the improvements, (11) To appear in and defend any proceeding which in the opinion of the mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (12) That the mortgagee shall have the right to be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned premises to pay to the mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the mortgagee, in addition to the above payments, a sum estimated by the mortgagee to be equivalent to one-twelfth of such items, which payments may, at the option of the mortgagee, (a) be held by it without interest (provided not in conflict with State or Federal law) and commingled with other funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to pay said items is not sufficient, the undersigned premises to pay the difference upon demand. The mortgagee is authorized to pay said items as charged or billed without further inquiry. The same are hereby pledged to further secure this indebtedness.

C. This mortgage contract provides for additional advances which may be made at the option of the mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advances and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advances and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, mortgagee may do on behalf of mortgagee or its assigns, all or any part of the following: (1) That mortgagee may also do any act it may deem necessary to protect the lien hereof, that mortgagee will repay upon demand any money paid or disbursed by mortgagee for any of the above purposes and such money to be repaid with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage, which shall be included in any decree foreclosing this mortgage; (2) That mortgagee may inquire into the validity of any lien, encumbrance or claim in advance of any money for any purpose not to do any act hereunder, and the mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced under the terms of this mortgage contract; (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the mortgagee, the mortgagee may, without notice to the mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagee, and may foreclose to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the mortgagee hereunder or upon the debt secured;

F. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note and in any foreclosure a sale may be made of the premises on mass offering the several parts separately;

G. That the mortgagee may employ counsel for advice or other legal services at the mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the mortgagee may be made a party or in which it may be interested or in which it may be called to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reason, the attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonable attorney's fees, shall be included in the mortgage contract rate, or if no such transaction shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such amount, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

H. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damage to any property not taken and all condemnation compensation so received shall be forthwith applied by the mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the mortgagee or his assigns.

I. All easements, rents, issues and profits of said premises and profits of said premises, assigned and transferred to the mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intent, on hereof, (a) to pledge said rents, issues and profits on a party with said lease and not secondarily and such pledge shall not be deemed waived in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the mortgagee of all such leases and agree-ments and all the aforesaid premises, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ agents or other employees, clerks or repair men, or any other persons, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retained on mortgaged premises for said purposes, pay in advance premium, taxes and assessments, and all expenses of every kind, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the mortgagee, in its sole discretion, feels that there is no substantial unsecured default in performance of the mortgagee's agreement herein, the mortgagee, on satisfactory evidence secured, shall relinquish possession and pay to mortgagee any surplus income in its hands. The possession of mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 25TH day of NOVEMBER, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAGIN FEDERAL BANK FOR SAVINGS (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 8260 W. O'CONNOR, RIVER GROVE, ILLINOIS 60171. Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 8.50%. The Note interest rate may be increased or decreased on the 15th day of the month beginning on DECEMBER 01, 1992, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

[Check one box to indicate Index.]

- (1) [ ] "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
(2) [X] NATIONAL MONTHLY MEDIAN COST OF FUNDS

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

- (1) [ ] There is no maximum limit on changes in the interest rate at any Change Date.
(2) [X] The interest rate cannot be changed by more than .1 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 9 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph F & G of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph F & G.

By signing this, Borrower agrees to all of the above.

George A. Mata (Seal) - Borrower

Karen V. Mata (Seal) - Borrower

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

of the stated index, however, the interest rate shall not exceed 13.500% ceiling rate.

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