

91013134

Form MP-8
Revised 11/88

ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
1988 SERIES C 277646-4
MORTGAGE

98483390

This instrument was prepared by:
LAURIE GRON
(Name)
CHICAGO, IL 60629
(Address)

THIS MORTGAGE is made this 3RD day of OCTOBER 19 90

between the Mortgagor, CRUZ HERNANDEZ, MARRIED TO FRANCISCO HERNANDEZ** AND*

(herein "Borrower"), and the Mortgagee,

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

an association organized and existing

under the laws of THE UNITED STATES OF AMERICA whose address is 4242 NORTH HARLEM,

NORRIDGE, ILLINOIS 60634 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of SIXTY ONE THOUSAND

AND NO/100

Dollars, which indebtedness is evidenced by Borrower's

note dated OCTOBER 3, 1990 (herein "Note"), providing for monthly installments of principal and

interest with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 2020

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of COOK State of Illinois

LOT 34 IN THE SUBDIVISION OF BLOCK 2 IN WALKERS DOCK ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*ERNESTINA HERNANDEZ, DIVORCED NOT SINCE REMARRIED**

**FRANCISCO HERNANDEZ IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

** Being recorded to add mortgage before assignment*
OCT 13 1990

DEPT-01 RECORDING \$15.25
T64444 TRAN 2268 01/09/91 11:05:00
#6301 : D * -91 -013134
COOK COUNTY RECORDER

91013134

17-30-202-016

which has the address of 2237 SOUTH WOOD STREET CHICAGO

(Street)

(City)

ILLINOIS 60608

(herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

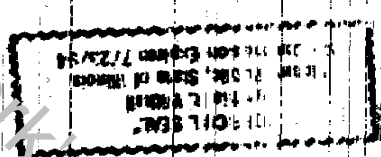
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First American Title Order # 1735001 27.5

NOTICE OF THE PROVISIONS OF THIS ADDENDUM... THE PROVISIONS OF THIS ADDENDUM... SUBSTANTIAL REASON FOR THE LOAN, DON'T SIGN THE NOTE OR THIS MORTGAGE AND READ AND UNDERSTAND THESE PROVISIONS

ADDENDUM... The borrower understands and agrees to the terms and conditions of the loan... The borrower understands and agrees to the terms and conditions of the loan... The borrower understands and agrees to the terms and conditions of the loan...

THE ILLINOIS HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
5500 SOUTH KEDzie AVENUE
CHICAGO, ILLINOIS 60632



Ernestina Hernandez
Notary Public

OCTOBER 19 90
day of
THEIR free and voluntary

... (Ernestina Hernandez and Ernestina Hernandez) ...
County of ...

... (Ernestina Hernandez and Ernestina Hernandez) ...
Ernestina Hernandez / Divorced
Ernestina Hernandez / Married to ...

91013134

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds, paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or other claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the obligations secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower and any entity designated by either its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail with receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower and Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage complies with uniform laws and national use and non-secure covenants with respect thereto promulgated by judicial authority to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflictary provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

17. Transfer of the Property. If all or any part of the Property or a interest therein is sold or transferred by Borrower without Lender's prior written consent, including (a) the creation of a lien subordinate to this Mortgage, (b) the creation of a purchase money lien or interest for household appliances, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises the option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof, such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums secured by this Mortgage. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, exercise the remedies permitted by paragraph 18 hereof.

Section 101-102 and 104 of the Borrower and Lender hereby covenants and agrees as follows:

18. Acceleration, Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants hereof, when due any sums secured by the Mortgage, Lender may, at Lender's option, (a) accelerate the sums secured by this Mortgage and declare the same to be immediately due and payable, (b) require the payment of such sums by a promissory note, (c) require the payment of such sums by a promissory note, (d) require the payment of such sums by a promissory note, (e) require the payment of such sums by a promissory note, (f) require the payment of such sums by a promissory note, (g) require the payment of such sums by a promissory note, (h) require the payment of such sums by a promissory note, (i) require the payment of such sums by a promissory note, (j) require the payment of such sums by a promissory note, (k) require the payment of such sums by a promissory note, (l) require the payment of such sums by a promissory note, (m) require the payment of such sums by a promissory note, (n) require the payment of such sums by a promissory note, (o) require the payment of such sums by a promissory note, (p) require the payment of such sums by a promissory note, (q) require the payment of such sums by a promissory note, (r) require the payment of such sums by a promissory note, (s) require the payment of such sums by a promissory note, (t) require the payment of such sums by a promissory note, (u) require the payment of such sums by a promissory note, (v) require the payment of such sums by a promissory note, (w) require the payment of such sums by a promissory note, (x) require the payment of such sums by a promissory note, (y) require the payment of such sums by a promissory note, (z) require the payment of such sums by a promissory note.

19. Borrower's Right to Reinstale. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to cause a promissory note to be issued by Lender to enforce this Mortgage debt, in full, at any time prior to entry of a judgment on a judgment of a court of competent jurisdiction, provided that Borrower pays, or causes to be paid, the sums due under this Mortgage, the Note and notes secured hereunder, together with all reasonable attorney's fees, and (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof 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. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

