

# UNOFFICIAL COPY

RECORD & RETURN TO:  
CHEMICAL BANK C/O CFC  
377 E. BUTTERFIELD RD., #175  
LOMBARD, ILLINOIS 60148

91064818

DEPT-01 RECORDING

\$16.29

T#7777 TRAN 8577 02/11/91 11:24:00

#5120 # G \*--91-064818

COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 31st  
1991. The mortgagor is CIRENIO SALGADO AND JUANA SALGADO HIS WIFE AND SANTIAGO SALGADO A BACHELOR  
AND LUIS SALGADO A BACHELOR ("Borrower"). This Security Instrument is given to  
CHEMICAL BANK , which is organized and existing  
under the laws of NEW YORK , and whose address is  
CHEMICAL MORTGAGE COMPANY, P.O. BOX 06352, COLUMBUS, OH 43206  
Borrower owes Lender the principal sum of EIGHTY FIVE THOUSAND AND 00/100  
Dollars (U.S. \$85,000.00). 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 MARCH 1 2021 . 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 90 IN RUSSELL'S SUBDIVISION IN BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION OF  
SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

PERMANENT TAX #17-07-106-034

REALTY TITLE, INC.  
ORDER # 01519

91064818

RECEIVED  
Cook County Clerk's Office  
16/22

which has the address of 2124 W HURON [Street] (City) CHICAGO

Illinois 60612 (Zip Code) ("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 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 seised 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 11/90

Form 3014 12/93

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3206  
MAY COMMISSION EXHIBITS 6/15/71

CHROMICRAL MORTGAGE COMPANY, P.O. BOX 06352, COLUMBUS, OH 43206

.....  
CHEMICAL BANK  
(Name)  
This instrument was prepared by:

National Public

Given under my hand and official seal, this 31st day of January, 1991.

set forth.

1. THE UNDERSIGNED,  
, a Notary Public in and for said county and state,  
do hereby certify that CIRENITO SALGADO & JUANA SALGADO, HIS WIFE, AND SANTIAGO SALGADO,  
A BACHELOR AND LUIS SALGADO, A BACHELOR  
, 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 they  
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein

THE UNDESIGNED

STATE OF ILLINOIS. COOK

County: S.

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

- |  |   |
|--|---|
| <p>19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of Any Uniform Contracts or Agreements in This Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify (a) the action required to cure the default; (b) the date default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default after acceleration and the sale of the property. The notice may result in acceleration of the sums secured by this Security Instrument and the sale of the property. The notice shall further inform Borrower of the right to remitiate after acceleration and the right to assess in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate. If the default is not cured on or before the date specified in the notice, Lender is entitled to accelerate. Lender may require immediate payment of all sums secured by this Security Instrument without notice if it is determined that the defense of non-existence of a default or any other defense of Borrower to accelerate is well founded in law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.</p> | <p>20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the property and at any time prior to the expiration of the period of redemption following judicial sale, Lender (in person, by agent or by judicial appointment) 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. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of management of the property past due, including, but not limited to, premiums on policies of bonds and collection of rents, including, but not limited to, payment of security instruments received by Lender or the receiver for the benefit of Lender, and then to the sums secured by this Security Instrument.</p> |
| <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.</p>  | <p>22. Waiver of Homestead. Borrower waives all right of homestead excepted by Paragraph 2.</p>   |
| <p>23. Right to This Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covariant and agreements of each such rider shall be incorporated into this Security instrument and shall be part of this Security instrument. The covariant and agreements of each such rider shall be incorporated into this Security instrument and shall be part of this Security instrument.</p>  |   |
| <p>24. Family Rider. <input checked="" type="checkbox"/> 2-4 Family Rider</p>  |   |
| <p><input type="checkbox"/> Grandmodium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Graduate Rider <input type="checkbox"/> General Rider <input type="checkbox"/> Other(s) [Specify] <input type="checkbox"/></p>  |   |

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 31st day of JANUARY , 19 91 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CHEMICAL BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2124 W HURON CHICAGO, IL 60612

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

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

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for 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; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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 F.

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 or a judicially appointed receiver may do so at any time there is a breach. 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 the debt secured by the Security Instrument is paid in full.

**G. 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.

*Cirenio Salgado, Jr.* ..... (Seal)  
CIRENIO SALGADO .....  
Borrower

*Juana Salgado* ..... (Seal)  
JUANA SALGADO .....  
Borrower

*Santiago Salgado* ..... (Seal)  
SANTIAGO SALGADO .....  
Borrower

*Luis Salgado* ..... (Seal)  
LOUIS SALGADO .....  
Borrower

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7. Protection of Lenders' Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy or whatever is necessary to protect the value of the Property and Lenders' rights in the regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lenders' rights in the Property, and Lender's costs of doing so shall be payable by Borrower. If Borrower fails to do what is required by this instrument, Lender may sign a document that waives the notice requirement. If Borrower fails to do what is required by this instrument, Lender may merge unless Lender agrees to the merging in writing.

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 resulting from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

6. Preseveration 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 and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee hold and change the leasehold, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold and 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 and change the leasehold, allow the Property to deteriorate or commit waste.

of other building or 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. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receives evidence of the payment of principal and interest due on the obligation; or (b) consents in good faith to the partial or complete discharge of the obligation in a manner acceptable to Lender.

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this security instrument. And lessehold payments or ground rents, if any, Borrower shall pay these amounts, provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment 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

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. Unless an annual accounting of the Funds showing credits and debits to the Funds and the sums secured by this Security Instrument.

The Funds shall be held in an institution the depositors of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the expenses of which are incurred or guaranteed by a general or specific account of the depositor.

**1. Payment of Principal and Interest; Payments and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note 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 legally priority over this Security Instrument; (b) yearly household payments of: (a) yearly taxes and assessments which may legally priority over this Security Instrument; and (c) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the future escrow items.

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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.

**8. 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.

**9. 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, 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.

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.

**10. 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.

**11. Successors and Assigns Found; 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.

**12. 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender 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 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued 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 Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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