

# UNOFFICIAL COPY

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91178157

[Space Above This Line For Recording Data]

## MORTGAGE

Loan # 7702020

THIS MORTGAGE ("Security Instrument") is given on

April 12, 1991

The mortgagor is

LINO GARCIA and JOSEFINA GARCIA, His Wife

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

Midwest Funding Corporation

DEPT-01 RECORDING \$18.29  
T#7777 TRAN 9630 04/18/91 09:41:00  
41026 \*-91-178157  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1020 31st Street Suite 401, Downers Grove, Illinois 60515

Fifty-eight thousand five hundred and NO/100 Dollars (U.S. \$ 58,500.00)

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 May 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 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 29 IN E. H. FISHBURNS SUBDIVISION OF BLOCK 33 OF STONE AND WHITNEY'S SUBDIVISION OF PARTS OF SECTION 6 AND SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91178157

Item # 20-07-119-026

which has the address of  
Illinois 60609  
(Zip Code)

2308 WEST 50TH PLACE, CHICAGO

(Street, City).

(\*Property Address\*)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP -6R(IL) (9101)

VMP MORTGAGE FORMS • (313)293-8100 • 18001521-7291

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5. **Hazard or 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, including 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 unreasonably withheld. 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.

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. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 21 the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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, probate, 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. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured 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 from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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REC'D 5/1/91  
CLERK'S OFFICE

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)]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> Other(s) [specify]             |  |

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.

Witnesses:

LINO GARCIA

Social Security Number

336-80-0759

(Seal)

Borrower

JOSEFINA GARCIA

Social Security Number

357-64-1458

(Seal)

Borrower

Social Security Number

(Seal)

Borrower

Social Security Number

(Seal)

Borrower

STATE OF ILLINOIS

THE UNDERSIGNED

LINO GARCIA and JOSEFINA GARCIA, His Wife

that

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

12th day of

April

1991

My Commission Expires:

OFFICIAL SEAL  
PAMELA J. RAYBURN  
GATE SCHULTZ PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 6/24/91

This Instrument was prepared by

RETURN TO: Midwest Funding Corporation  
1020 31st Street Suite 401  
Downers Grove, Illinois 60515

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 12th day of April, 1991, 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

Midwest Funding Corporation, AN ILLINOIS CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2308 WEST 50TH PLACE, CHICAGO, ILLINOIS 60609

[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. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in 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 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.

**C. 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.

**D. 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.

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

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**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.

MULTISTATE 1-4 FAMILY RIDER -Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

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VMP -57 (9103) VMP MOR/GAGE FORMS 13131293 0/00 11001521-7291

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Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

## JOSÉFINA GARCIA

## LINO GARCIA

31178157

Family Rider, \_\_\_\_\_  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4  
permitted by the Security Instrument.  
Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies  
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which  
Rents of the Property shall commence when all the sums secured by the Security Instrument are paid in full,  
of Rents shall not cure or waive any default or invalidation and other right or remedy of Lender. This assignment of  
Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application  
control of or maintain the Property before or after filing notice of default to Borrower. However, Lender, or  
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon,  
not perform any act that would deprive Lender from exercising its rights under this paragraph.  
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has  
of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7,  
Property and of collecting the rents and funds expended by Lender for such purposes shall become indebtedness  
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the  
possessory 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,  
Securitization of any judicially received; and (vi) Lender shall be entitled to have a receiver appointed to take  
only those Rents actually received; and (vii) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be liable to account for  
Securitization instrument, (v) Lender, Lender's agents or any judicially appointed receiver shall be secured by the  
imbursement premium, taxes, assessments and other charges on the Property, and then to the sums secured by the  
not limited to, attorney's fees, receiver's premiums on receiver's bonds, repair and maintenance costs,  
applied first, to the costs of taking control of and managing the Property and collecting the Rents, including, but  
certain, (v) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be  
Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the  
shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that certain of the  
is trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender  
If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower  
an assignment for additional security only, \_\_\_\_\_  
are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not  
pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents  
Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default  
Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or  
the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or  
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of  
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER, LENDER IN POSSESSION.