

# UNOFFICIAL COPY

91237273

THIS INSTRUMENT WAS PREPARED BY:  
MARIE ROCHE

1991 MAY 20 PM 12:26

91237273

THE FIRST MORTGAGE CORPORATION  
19831 GOVERNORS HIGHWAY  
FLOSSMOOR, IL 60422

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
1991 The mortgagor is  
JORGE PEREZ AND ROSALVA PEREZ, HIS WIFE

MAY 16th

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

THE FIRST MORTGAGE CORPORATION  
which is organized and existing under the laws of ILLINOIS  
19831 GOVERNORS HIGHWAY, FLOSSMOOR, IL 60422

, and whose address is  
("Lender").

Borrower owes Lender the principal sum of  
FORTY THOUSAND and NO/100

Dollars (U.S. \$ 40,000.00). 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 JUNE 1st 2006. 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 21 (EXCEPT THE WEST 5 FEET THEREOF) AND THE WEST 15 FEET OF LOT 22 IN  
BLOCK 2 IN CHARLES MORGAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4  
OF THE SOUTH EAST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH  
EAST 1/4) OF SAID SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #24-25-407-006-0000  
PROPERTY ADDRESS: 2439 GRUNEWALD STREET  
BLUE ISLAND, ILLINOIS 60406

\$16.00

which has the address of 2439 GRUNEWALD STREET  
[Street]

BLUE ISLAND  
[City]

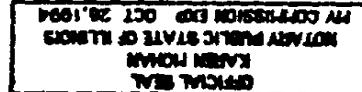
Illinois 60406  
[Zip Code] ("Property Address");

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.

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Notary Public

*Mary J. Perez*

16<sup>th</sup> day of

set forth.

Given under my hand and official seal, this 16<sup>th</sup> day of June, 1991  
 signed and delivered the said instrument as THEIR  
 subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
 personally known to me to be the same person(s) whose name(s) are

do hereby certify that JOERGE PEREZ AND ROSALVA PEREZ, HIS WIFE

, a Notary Public in and for said county and state,

I, THE UNDERSIGNED

County ss: COOK

STATE OF ILLINOIS.

Borrower  
 (Seal)

Borrower  
 (Seal)

ROSAJAVA PEREZ  
 (Seal)  
 JOERGE PEREZ  
 (Seal)

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

Other(s) [specify] 1-6 FAMILY RIDER

Graduate Student Rider     Planned Unit Development Rider  
 Adjunctive Rider     Condominium Rider     2-4 Family Rider

Instrument [Check applicable box(es)]

Instrument the covenants, the agreements, and agreements of this Security Instrument as if the rider(s) were a part of this Security  
 23. Prior to this Security Instrument, if one or more riders are executed by Borrower and recorded together with  
 this Security, the covenants, the agreements, and agreements of each such rider shall be incorporated into and shall amend and  
 supplement this Security, if any, and if any rider(s) are recorded together with this Security, the covenants, the agreements, and  
 agreements of this Security, if any, shall be incorporated into and shall amend and supplement this Security.

22. Waiver of Homested. Borrower waives all rights of homestead excepted by law.  
 Instrument without charge to Borrower. Borrower shall pay any instrument. Lender shall release this Security  
 prior to the expiration of any period of recompilation following judicial sale. Lender or by judgment of the court  
 appointed receiver shall be entitled to receive payment under paragraph 19 or abandonment of the Property and at any time  
 prior to the expiration of any period of recompilation under paragraph 19 upon acceleration of the Property and at any time  
 before notice of sale or abandonment of the Property, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
 this Security. Instrument without further demand and may foreclose this Security instrument in full of all sums secured by  
 before the date specified in the notice. Lender or its option may require immediate payment if the default is not cured or  
 extends of a default or any other default after acceleration and the right to assert in the form proceeding the non-  
 inform Borrower of the right to renew the notice by judicial proceeding and shall give the notice shall further  
 secured by this Security instrument, foreclose by acceleration and shall of the Property. The notice shall proceed by  
 and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums  
 defaulter; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;  
 notices applicable law provides otherwise. The notice shall provide: (a) the defaulter; (b) the action required to cure the  
 breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
 19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
 NON-URGENT COVENANTS Borrower and Lender further covenant and agree as follows:

My Commission expires:  
 Given under my hand and official seal, this 16<sup>th</sup> day of

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment 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 attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing payment. Borrower 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvement, 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 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.

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 19 the Property is acquired 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. Preservation 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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.

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If Lender receives a notice of termination of a mortgage insurance as a condition of making the loan secured by this Security Instrument, Lender shall pay the premiums required to maintain the insurance in effect until such time as this Security Instrument is terminated in accordance with Borrower's and Lender's written agreement applicable law.

8. Inspection. Lender or its agent may make reasonable entry upon and inspections of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying the amount of any award of damages, direct or consequential cause for the inspection.

9. Condemnation. The proceeds of any award of 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, unless Borrower and Lender otherwise agree in writing, before the amount of the property multiplied by the following fraction: (a) the total amount of the sums secured by this Security Instrument shall be reduced immediately before the taking, divided by (b) the fair market value of the property at the time of the taking.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the holder of a note held by Lender is authorized to claim for damages, Borrower fails to respond to Lender within 30 days after the date of the notice, make an award or settle a claim for damages, either to restoration or repair of the property or to the sums secured by this Security Instrument, either to release the amount of such payments, or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of principal which any excess paid to Lender and Borrower otherwise agrees in writing, any application of proceeds to principal shall not extend or shall not be a waiver of or preclude the exercise of any right or remedy.

10. Borrower Note Released; Foreclosure By Lender Not to Waiver. Extension of the time for payment of principal or interest or modification of the sums secured by Lender to any successor in interest of Borrower and Lender not operate to release the liability of the original Borrower who co-signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgagee, grant and convey instrument but does not execute the Note. (b) is not personally obligated to pay the original Borrower or otherwise modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the consent of Borrower's interest in the Note.

11. Successors and Assigns; Bound; Joint and Several Liability; Co-signers. This covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower who co-sign this Security Instrument, and shall be subject to a waiver of or preclude the exercise of any right or remedy.

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, (a) interests or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (b) any such loan charge shall be reduced by Lender under the Note or by Lender's consent, (c) any notice to Borrower provided for in this Security Instrument shall take effect under the Note.

13. Legislation Affecting Lender's Rights. If enactment of any provision of applicable laws has the effect of permitting immediate payment of the Note or this Security Instrument in full or any remedies may require immediate payment of all sums secured by this Security Instrument notwithstanding any notice to Borrower. Any notice rendered by first class mail unless Borrower designates by notice to Lender any other address, shall be given by mailing it to first class mail without notice to Borrower provided for in this Security Instrument, and the law of the jurisdiction in which the property is located. In the event that any provision of clause of this Security Instrument of the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person by first class mail to Lender's address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if Lender takes any action which can be given without notice to Borrower, such conflict shall not affect other provisions of this Security Instrument or the Note.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which it is executed.

16. Borrower's Copy. Borrower shall be given one copy of this Security Instrument and Borrower shall provide a period of not less than 30 days from the date of this option, Lender shall give Borrower notice of acceleration of this period, Lender may invoke any remedies permitted by this Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any general exercise of any other powers in 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 received by this Security Instrument, Lender shall be entitled to receive immediate payment if Lender is prohibited by federal law from the date of this Security Instrument.

18. Borrower's Right to Remedy. If Borrower makes certain certain demands of this Security Instrument under the Note, Lender shall have the right to pay these sums which were due under this Security Instrument and those conditions are violated in this Security Instrument, before sale of the property pursuant to the Note had no effectuation of any of the rights or powers of sale contained in this Security Instrument, except for (a) 5 days (or such other period as specified in this Security Instrument), (b) entry of a decree of acceleration under paragraph 13 or 17, (c) payment of any other expenses incurred in enforcing this Security Instrument, (d) payment of attorney's fees, and (e) payment of all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, in the case of acceleration under paragraph 13 or 17.

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## I-4 FAMILY RIDER

### Assignment of Rents

THIS I-4 FAMILY RIDER is made this 16th day of MAY, 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 THE FIRST MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
2439 GRUNEWALD STREET, BLUE ISLAND, ILLINOIS 60406

(Property Address)

**I-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 I-4 Family Rider.

*Jorge Perez*  
JORGE PEREZ

(Seal)

.Borrower

*Rosalva Perez*  
ROSALVA PEREZ

(Seal)

.Borrower

(Seal)

.Borrower

(Seal)

.Borrower

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