

**UNOFFICIAL COPY**

01-82103-02

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This instrument was prepared by:

**RICHARD J. JAHNS**

**SAINS  
TÉLE**

**5133 W. FULLERTON AVENUE**

**(Address)**

CHICAGO, IL 60639

## MORTGAGE

THIS MORTGAGE is made this 29TH day of JULY 1981, between the Mortgagor,  
JOSE A. MONTANEZ AND MARIA MONTANEZ, HUSBAND AND WIFE.

(herein "Borrower"), and the Mortgagee, **CRAIG FEDERAL BANK FOR SAVINGS**, a corporation organized and existing under the laws of **the UNITED STATES OF AMERICA**, whose address is **5133 WEST FULLERTON - CHICAGO, IL 60639** (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of  
EIGHTY-TWO THOUSAND AND NO/100

Dollars, which indebtedness is evidenced by Borrower's note dated JULY 29, 1991 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 1, 2021.

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, grant and convey to Lender the following described property located in the County of **COK**, State of Illinois:

LOT TWO (2) IN HUIZINGA'S SUBDIVISION OF LOT FIVE (5) AND SIX (6) (EXCEPT THE EAST ONE HUNDRED FOUR AND FIVE TENTHS (104.5) FEET AND THE WEST THIRTY THREE (33) FEET THEREOF) IN BLOCK FOUR (4) IN CUSHING'S SUBDIVISION OF THE WEST FIFTY (50) ACRES OF THE NORTH ONE HUNDRED TWENTY (120) ACRES OF THE NORTH EAST QUARTER OF SECTION TWENTY SEVEN (27), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-27-200-015

22180276

which has the address of 3126 N. KOSTNER CHICAGO  
(Street) (City)  
IL 60641 (herein "Property Address")  
(State and Zip Code)

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 household estate if this Mortgage is on a household) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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2. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in this Message, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, or arrangements of proceedings involving a lender or creditor, then Lender may make such appropriate payments to Borrower, my make such appropriate payments to Lender, or pay the expenses of defending, protecting, or preserving the title to the Property, or any other expenses incurred by Lender in connection with the defense, protection, or preservation of its interest in the Property.

Liabilities Leader and Borrower otherwise agree in writing, any such application of proceeds as principal shall not extinguish or reduce the amounts secured by this mortgage.

of the Property damaged, provided such restoration or repair is economical, reasonable and necessary of the Mortgagee not then directly impaired. In such restoration or repair it is not economical, reasonable and necessary of the Mortgagee to make any payment to the Lender for the cost of such restoration or repair, the Lender shall be entitled to deduct the amount so paid from the principal balance of the Note.

All insurance policies and reinsurance treaties shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and reinsurance and reinsurance premiums in trust for Lender until all renewals and all receipts of paid premiums, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss and not made promptly by Borrower.

5. **Lessor's Insurance.** However, 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 such other hazards as may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

4. **Chargers.**—Lenses, Borrowser paid all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over the Mortgage, and leaseshold payments or ground rents, if any, in the manner provided under paragraph 2 aforesaid, or, if it paid in such manner, by Borrowser making payment, when necessary to the payment thereof. Borrowser shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrowser shall make payment directly, Borrowser shall promptly furnish to Lender receipts and in such payment Borrowser shall promptly furnish to Lender all notices of amounts due under this paragraph.

Note 2 and paragraphs 1 and 2 hereof shall be applied by Leader first in payment of amounts payable to Leader under the applicable law providers otherwise, all payments provided by Leader under the Note and paragraphs 1 and 2 hereof shall be applied by Leader first in payment of amounts payable to Leader of the Note.

held apply, no later than immediately prior to the Sale of the Property or otherwise required by Lender, any Funds held by Lender to fund any amounts due under this mortgage, Lender may prepay principal to Borrower any time

El cuadro más amplio que se ha hecho es el que se muestra en la figura 1.

held by [entity] shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, however such fee to under any amount necessary to make up the deficiency within 30 days from the date notice is

either prequalify or qualify to Borrower or entitled to Borrower on monthly installments of Funds. If the amount of the Funds, such excess shall be, at Borrower's option,

If the amount of funds held by the trustee together with the trustee's liability to pay said the sum demanded by the beneficiary exceeds the amount required to pay said the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

The funds and the purpose for which each detail to the funds was made. The funds are pledged as additional security for the loans.

of application for a loan or credit card, or when you apply for a job, you may be asked to provide your Social Security number. This information is used by creditors and employers to verify your identity and creditworthiness. It is important to protect your Social Security number from unauthorized use.

Under these circumstances, however, a premium and round rate under may not emerge for so holding and applying the Fund.

horticulturally and from time to time by federer on the basis of observations and little and reasonable information gathered in his work on larchations.

in this, a main problem, though, is how to relate the two sets of data to one another.

on any further address or record by the Margrave.

**ENTITLES THE COUNCILS, BORROWERS AND LENDERS TO COMMUNICATE WITH EACH OTHER.** This provision is intended to facilitate the exchange of information between the Noteholders and the Borrower.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**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 immediately prior to the date of taking 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 settle a 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 liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness 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; Benefit, Tax, 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, 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, return 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 or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction 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 conflicting 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 recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower \*without Lender's prior written consent, excluding (a) the creation of a lien or circumstance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant—(d) the grant of any household interest of three years or less not containing an option-to-purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such 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 declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**NON UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**18. Acceleration; Reinstatement.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentation, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

\* or if Borrower ceases to occupy the property as his/her principal residence

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CRAIGIN FEDERAL BANK FOR SAVINGS

RETURN TO BOX 403

(Space Below This Line Reserved for Lender and Recorder)  
hereby changed to **8** 4/1/78 / Version 10

Determination of the maturity date stipulated in

Determination of the date of the first installation due under this obligation is hereby changed to

Digitized by srujanika@gmail.com

Given under my hand and affixed seal this  
29th day of July 1919

Personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

JOSÉ A. MONTANEZ AND MARIA MONTANEZ, HUSBAND AND WIFE

a Notary Public in and for said country and state, do hereby certify that

STATE OF ILLINOIS

18484499

1000-100

43081507-

100% W. G.

1939423-

WIAHIA MUNICIPAL

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IN WITNESS WHEREOF, Peter Smith has executed this Mortgage.

**32. Wavier of Lien/Security Interest:** Borrower hereby waives all right of homestead exemption in the Property.

If upon acceleration under paragraph 16 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 duly 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 sort of management of the Property and collection of rents, fees, premiums on exercise of options, bonds and extraordinary expenses; and then to the sums secured by this Mortgage, under and the receiver shall be liable to account only for those rents actually received.

32. **Notice Advances.** Upon demand of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make further advances, such future Advances, with interest thereon, shall be secured by this Mortgage, unless otherwise agreed in writing, until notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage exceed the original amount of the Note plus **\$ 16400.00**.

33. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage whenever so provided in the Note plus **\$ 16400.00**.

18 further of abandonment of the Property, have the right to collect and retain such rents as they become due and payable.  
19 Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph  
20. Assignment of Rents; Appointments of Receiver; Lender in Possession. As additional security hereunder,  
21 payment and due by Borrower, this obligation and the obligation secured hereby shall remain in full force and effect as if no  
22 acceleration had occurred.