

UNOFFICIAL COPY

LOAN NUMBER: 6564231
RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB
1301 BASSWOOD, SUITE 340
SCHAUMBURG, IL 60173

92416515

92416515

[Space Above This Line For Recording Data]

MORTGAGE

DEBT DUE TO COOK 06/01/92 11% \$33.50
10775 100% 06/01/92 11% 100
47073 0 100% 06/01/92 11%
COOK COUNTY, ILLINOIS

THIS MORTGAGE ("Security Instrument") is given on **MAY 29, 1992** . The mortgagor is

FELIPE PADILLA AND MARGARITA PADILLA, HIS WIFE AND JESUS RIOS, UNMARRIED

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

UNITED SAVINGS ASSN OF TEXAS FSB

which is organized and existing under the laws of **THE UNITED STATES** , and whose address is **3200 SOUTHWEST FRWY, SUITE 2000 HOUSTON, TX 77027** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$ 117800.00)**.

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 01, 2022**. 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:

SEE ATTACHED LEGAL DESCRIPTION

PIN: 13-24-111-007

which has the address of **3839 N WHIPPLE STREET**
Illinois 60618 ("Property Address");
(Zip Code)

CHICAGO [Street, City]

ILLINOIS - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

U.S.P. - 6R(L) 10101

VAD MORTGAGE FORMS • (312)295-6100 • (800)521-7791

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Form 3014 9/90

Updated: 8/1/98

JRP
JR

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Form 3014 8/98

Digitized by srujanika@gmail.com

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Borrower makes frequent trips outside the state and may leave the state for extended periods of time without notice; (c) borrows from other creditors at rates which exceed the maximum rate permitted by law; (d) fails to pay debts when due; (e) has been declared bankrupt or insolvent; (f) has filed a petition in bankruptcy court; (g) has filed a petition in bankruptcy court; (h) has filed a petition in bankruptcy court; (i) has filed a petition in bankruptcy court; (j) has filed a petition in bankruptcy court; (k) has filed a petition in bankruptcy court; (l) has filed a petition in bankruptcy court; (m) has filed a petition in bankruptcy court; (n) has filed a petition in bankruptcy court; (o) has filed a petition in bankruptcy court; (p) has filed a petition in bankruptcy court; (q) has filed a petition in bankruptcy court; (r) has filed a petition in bankruptcy court; (s) has filed a petition in bankruptcy court; (t) has filed a petition in bankruptcy court; (u) has filed a petition in bankruptcy court; (v) has filed a petition in bankruptcy court; (w) has filed a petition in bankruptcy court; (x) has filed a petition in bankruptcy court; (y) has filed a petition in bankruptcy court; (z) has filed a petition in bankruptcy court.

4. **Chargess**: Likewise, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property.

2. Application for registration: Cross application to all provinces and territories for registration under paragraph 1 and 2 shall be applied; first, to any preparatory charges due under the Note; second, to amounts payable under paragraph 2; third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

Property, shall apply only funds held by Lender at the time of acquisition or sale as it creates the sums secured by this instrument.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the date of all sums secured by this Security Instrument. Lender shall cause to be recorded in the power of attorney

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

The Funds shall be held in an institution in whose deposits are insured by a federal agency, instrumentality, or entity (hereinafter referred to as "the Funds"), and the funds deposited in the Funds shall be used for all sums necessary for the payment of debts due to the Funds and the payment of premiums for the protection of the Funds against loss by reason of the non-payment of debts due to the Funds.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender,恐怖ower shall pay to Lender on the day immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue priority over this security instrument as a lien on the property; (b) yearly easement payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Fees and Liabilities".

1. **Fayment of Premium and Interests Prepayement and Late Charges.** Borrower shall promptly pay within due date principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Barrower and Lenard coverage and there is follows:

THIS SECURITY INSTRUMENT combines uniform coverings for national use and non-uniform coverings with limited specific applications at claimants' demand, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to mortgage;

SECURITY: We will not use your information now or in the future to contact you about products or services we think you may like.

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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 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. 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

15. Government Liability; Severability. This Security instrument shall be governed by federal law and the law of the state where it is given effect without the conflicting provisions. To this end the provisions of this Security instrument and the Note are declared to be severable.

14.12.2023, any notice provided for in this security instrument shall be given by delivery in writing or by facsimile or electronic mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of the first class mail unless otherwise provided for in this security instrument.

13. **Loan Charges.** If the loan secured by this Security Interest is subservient to a loan which sets maximum loans 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 sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower, provided that under Note, if a refund reduces principal, the reduction will be treated as a partial prepayment without any preparation charge under the Note.

12. Successors and assigns: Joint and Several Liability. To the successors and assigns of this security instrument shall bind and benefit the successors and assigns of this security instrument shall bind and benefit the successors and assigns of this paragraph 17. Borrower's executors and administrators 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 discharge, garnish and convey that security interest in his or her name to the payee of the Note; (b) is signatory to the Note only to discharge, garnish and convey that security interest in his or her name to the payee of the Note; (c) is signatory to the Note only to discharge, garnish and convey that security interest in his or her name to the payee of the Note.

11. 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 from the obligations under this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments 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.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum's secured by this Security Instrument, whether or not then due.

If the Property is as described by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make sums secured by this security instrument whether or not the sums are due.

In the event of a breach of the warranty, the Purchaser shall be entitled to the return of the Purchase Price or the repair or replacement of the Defective Product at the Purchaser's option, or the Purchaser may deduct the cost of such repair or replacement from the Purchase Price. The Purchaser shall be responsible for all costs associated with the removal and reinstallation of the Defective Product, unless the Purchaser is required to do so by law. The Purchaser shall not be entitled to a refund of the Purchase Price if the Defective Product is repaired or replaced by the Seller or its authorized service provider.

shall be paid to Lender.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the property or any part of the equipment in favor of the condemnor, are hereby retained and

9. Inspection. Lender or its agent may make reasonable inspections upon and inspectors of the Property. Lender shall give Borrower notice at the time of or in connection with reasonable cause for the inspection.

payable amounts may not longer be recoverable, at the option of Lender, or moratorium notice coverage (in the amount and for the period

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16. Borrower's Copy. Borrower shall be given one confirmed 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 Relocate. 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 as if no acceleration had 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 paragraph 7.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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 on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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Form 3014 0/00

ARIL 1 (101)

Given under my hand and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that it is he
subscribed to the foregoing instrument, appears before me this day in person, and acknowledged that it is he
(personally known to me to be the same person(s) whose name(s)
is/are written above.)

PELITRE PADILLA AND MARGARITA PADILLA, HIS WIFE AND JESUS RIOS, UNMARRIED

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

This instrument was prepared by RINA R. DAVID
My Commission Expires JULY 16/95
Notary Public, State of Illinois
OFFICE OF THE SECRETARY OF STATE
Given under my hand and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that it is he
subscribed to the foregoing instrument, appears before me this day in person, and acknowledged that it is he
(personally known to me to be the same person(s) whose name(s)
is/are written above.)

STATE OF ILLINOIS
Social Security Number
COOK
JEANNE RIOS
Social Security Number
However
PELITRE PADILLA
Social Security Number
However
(Seal) (Seal)
MARGARITA PADILLA
Social Security Number
However
PELITRE PADILLA
Social Security Number
However
(Seal) (Seal)

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.

- Witnessed
any rider(s) executed by Borrower and recorded with it.
- [Check applicable box(es)]
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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]
- V.A. Rider
 Ballon Rider
 Gradual Payment Rider
 Planmed Lmt Devlopment Rider
 Biweekly Payment Rider
 Family Rider
 Condominium Rider
 Adjustable Rate Rider
 1st Family Rider
 Second Home Rider
 Other(s) [Specify]

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LOT 40 IN BLOCK G IN WILLIAM E. HATTERMAN'S IRVING PARK
BOULEVARD SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION
24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

00-167-2