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CHICAGO
ILLINOIS

RETURN TO:
UNITED SAVINGS ASSN OF TEXAS FSB DBA
COMMONWEALTH-UNITED MTG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

92602258



[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10TH, 1992
The mortgagor is JOSE L. VARGAS, A BACHELOR

UNITED SAVINGS ASSN OF TEXAS FSB
which is organized and existing under the laws of UNITED STATES
3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

EIGHTY EIGHT THOUSAND AND 00/100
Dollars (U.S. \$ 88000.00). This debt, 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
SEPTEMBER 1ST, 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 RIDER
P.I.N. 16-02-210-020

• DEPT-01 RECORDINGS \$37.50
• T87777 TRAM 2478 08/13/92 12140100
• 43114 43114-92-602258
COOK COUNTY RECORDER

3750

which has the address of 3311 LEMOYNE STREET
(Street)

CHICAGO
(City)

Illinois 60651 ("Property Address")
(Zip Code)

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT
Form 1014-990 (page 1 of 6 pages)

Form 1014-990 (page 1 of 6 pages)
Fannie Mae Freddie Mac
To Order Call: 1-800-530-9393 • FAX: 616-291-5575

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SEARCHED INDEXED SERIALIZED FILED

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the lots or parts of lots or areas which have been or may be acquired by him free from hazards or perils.

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may from time to time accrue, and such as may arise from the use of the property under this lease.

3. Application of Permits. Unless applicable law provides otherwise, all permits received by Lesander under

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

estimates of expenditures of future years, items of otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

Under arrangements of subscription to constitute a minimum security instrument covering real property, Informal Covenants, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants will
be used as indicated in the body of the instrument (see explanatory notes and preface).

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and convey the Property as hereinabove set forth.

1002. WHICH OF THE FOLLOWING STATEMENTS MOST ACCURATELY DESCRIBES THE INFORMATION PROVIDED IN THE PROXY STATEMENT?

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period, 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 damage 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 2(d) 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 tortious 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 sue such tortious and criminal actions provided in paragraph 15, by causing the action or proceeding to be dismissed with a finding 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 doesn't 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 foreclosure or to enforce laws or regulations), then Lender may demand and pay for whatever is necessary to protect the value of the Property and Lender's right 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 payments may no longer be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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9226022018

LOT 5 IN D. F. ANDERSON'S SUBDIVISION OF THE NORTH 1/2 OF
THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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CL-406
09/01/94 M.

I-4 FAMILY RIDER Assignment of Rents

THIS I-4 FAMILY RIDER is made this 10TH day of AUGUST, 1992
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
UNITED SAVINGS ASSN OF TEXAS FSB

(the Lender)

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

3311 LEMOYNE STREET, CHICAGO, ILLINOIS 60651

(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. 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, paneling 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 I-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.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower
absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property regardless
of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and
agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

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32602258

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

JOSE L. VARGAS

1.4 Family Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this instrument.

1. CROSS-DEFALKT 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 all the sums secured by the Security Instrument are paid in full. This assignment of Rents shall terminate when any default or other right of remedy of Lender. Any application of Rents shall not cure or waive judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive judgment the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or

Lender, or Lender's agents or a judicially appointed receiver, shall not prevent 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 not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

accrued by the Security Instrument pursuant to the term Covenant.

collecting the Rents funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of showing as to the inadequacy of the Property as security.

to take possession of and manage the Property and collect the Rents and profits derived from the Property without any claim be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed and then to the sums secured by the Security Instrument; (vi) Lender, Lender's agents or any judicially appointed receiver and receiver's bonds, expert and maintenance costs, in trustee premiums, taxes, assessments and other charges on the Property, managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on achievable, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant (vi) unless applicable law provides collector and receive all of the Rents of the Property; (ii) Borrower agrees that each tenant of the Property shall pay all Rents the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (iii) Lender shall be entitled to the benefit of Lender only, to be applied to the Rents received by Borrower (i) all Rents shall be held by Borrower as trustee for

construetes an absolute assignment and not an assignment for additional security only.

Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents

Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 2 of the Security Instrument and (ii)

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applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in the Security Instrument or by entry of a judgment enforcing this Security Instrument. These 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 17.

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 action 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.

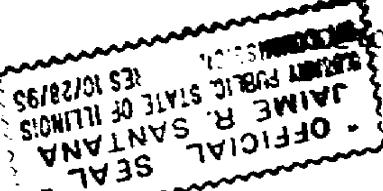
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordator costs.

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

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Form 3014 9/90 Page 6 of 7



LAWRENCE NAVIGRAN
This instrument was prepared by

1301 N. BASSWOOD, 4TH FLOOR, SCHMIDT BUILDING, IL 60654
RECEIVED
10/10/95
X-102

My Commission expires

Given under my hand and official seal this 10th day of October 1992

and delivered the said instrument as his
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed
free and voluntarily all for the uses and purposes herein set
forth

do hereby certify that JOSE L. VARGAS , A BACHELOR
of Notary Public in and for said county and state

I. THE UNDERSIGNED

STATE OF ILLINOIS, COOK COUNTY

Notary
(Seal)

Notary
(Seal)

Notary
(Seal)

Notary
(Seal)

County of

JOSE L. VARGAS
Witness
Signature

Notary
(Seal)

Notary
(Seal)

Securities Instruments and in my (refer(s) executed by Borrower and recorded with it

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

[Other(s) (specify)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider

[Check applicable box(es)]

This Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, supplement the covenants and agreements of each such rider shall be incorporated into and shall amend and replace any rider(s) previously recorded together with this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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