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01-06030-02 01/01/92

92843900

This instrument was prepared by:

RICHARD J. JAHNS

(Name)

5133 W. FULLERTON AVENUE

(Address)

CHICAGO, IL 60639

MORTGAGE

A 260149
THIS MORTGAGE is made this 8TH day of OCTOBER 1992, between the Mortgagor,
OSCAR S. BOLDA AND MARIA TERESA BOLDA, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee,
CRAGIN 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
SEVENTY-FOUR THOUSAND THREE HUNDRED AND NO/100
Dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 8, 1992
(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not
sooner paid, due and payable on NOVEMBER 1, 2022.

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 COOK, State of Illinois:

THE WEST 25 FEET OF LOT 28 IN EDENS GARDENS BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

PERMANENT INDEX #12-21-218-068

DEBT-01 RECORDINGS \$27.50
T\$2823 TRAN 4251 12/12/92 11:54:00
\$9487 2 4251-92-843900
COOK COUNTY RECORDER

which has the address of 9855 GARDEN COURT
(Street)

SCHILLER PARK
(City)

IL 60176 (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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6. **Properties shall keep the Property in good repair and shall not commit waste or permit impairment of the easements, Condominiums, Planned Unit Developments, and Alternative uses of Properties; leasesholds; and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is in a unit properties and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is in a unit or condominium or planned unit development held by lessee and shall amend and supplement the covenants and agreements of this Mortgage as such lease may affect them.**

Proposed to be on the same scale as those of other categories
of business and otherwise shall not exceed 10% of the total
proceeds of the issue and the amount of such application of proceeds
shall pass to the extent of the amount so applied by the subscribers
to whom the same are distributed.

1. This Letter and Borrower's other written agreements, insurance proceeds shall be applied to repayment of the Property described, provided such satisfaction or report is economically feasible and the security of this Mortgage is otherwise agreeable.

All insurance policies and renewals thereto shall be in form acceptable to Leader and shall include a standard waiver clause in favor of and in form acceptable to Leader all renewals shall have the right to hold the policies and premiums thereon and Leader shall promptly furnish to Leader all renewal clauses and all receipts of paid premiums.

The insurance carrier providing the insurance shall be chosen by Borrower and subject to approval by Lender; provided, such policy shall not be renewableable without being paid in such manner. All premiums on insurance policies shall be paid in full under payment of premium.

subsequentment of such land in legal proceedings, which operate to prevent the enforcement of the title of the vendor or the

1. **Charges.** Lessor Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may accrue in respect of or in respect of any, in any, in the manner specified under paragraph 2 of this Agreement, by Borrower making payment, when due and in the same place where Borrower shall make payment directly.

4 Application of Payment Terms Lenders applicable law provides otherwise, all payments received by Lender under the Note and prepayments shall be applied by Lender first in payment of amounts payable to Lender by Lender under the Note to interest payable on the Note, and then to the principal of the Note.

Upon payment in full of all sums secured by this mortgage, Lender shall promptly refund to Borrower any funds held back as earnest or deposit prior to the sale of the Property to its ultimate buyer by Lender. Lender shall be entitled to the sum of \$1000.00 as a credit against the sum secured by this Mortgage.

If the amount of taxes, together with the future monthly installments of funds payable prior to the due dates of taxes, aggregated by Leader, exceeds the amount required to pay all debts of the Funds, the difference shall be borne by the Funds.

any future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum herein defined equal to one-twelfth of the yearly taxes and assessments which may actually occur during the property, if any, plus one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated and determined in writing by Lender in its discretion, the basis of assessments and bills and reasonable estimates thereof.

3. Funds shall be held in an institution the depositary of which are insured by a Federal Deposit Insurance Corporation or by the National Credit Union Administration, Lender shall apply the funds to pay said taxes and interest as soon as possible after it receives a such an institution.

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01-00069-02

Lender's written agreement or applicable law Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 7 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 it, 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 Bound; Joint 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 12 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 encumbrance 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, ~~or 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 has no 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; Remedies. 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 documentary evidence, 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

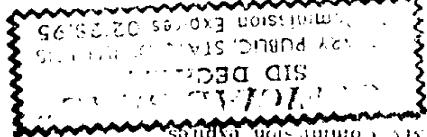
* or if Borrower ceases to occupy the property as his/her principal residence

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RETURN TO BOX 403

(Space Below This Line Reserved For Lender and Borrower)

43-1370 / Version 10



GIVEN under my hand and official seal, this 8TH day of OCTOBER, 1992

for and voluntary act, for the uses and purposes therein set forth.

Appointed before me this day in person, and acknowledged that I have signed and delivered the said instrument as personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument,

OSCAR S BOLUDA AND MARIA TERESA BOLUDA, HUSBAND AND WIFE

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

STATE OF ILLINOIS, *Oscar S. Boluda*, Notary Public

-Borrower

-Borrower

-Borrower

MARIA TERESA BOLUDA
Maria Teresa Boluda

IN WITNESS WHEREOF, Borrower has executed this Mortgage

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

Borrower Borrower shall pay costs of recording, if any.

32. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage.

33. Release. This Mortgage, including sums advanced in accordance herewith to protect the security of this Mortgage, exceeded the original amount of the Note as of 1/2/92. **14860.00** This Mortgage, including sums advanced hereby, with interest thereon, shall be secured by this Mortgage when evidence needed by promissory note, including this note and notes are secured hereby, until paid in full. All rents received by Borrower shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to recovery of fees, premiums on receivable bonds and reasonable attorney's fees, and then to the balance of the note as of the date of payment, by agent or by judgment, prior to release of this Mortgage.

34. Tenant Advances. Upon request of Borrower, Lender, at Lender's option prior to release rents actually received by Borrower, shall be liable to account only for those rents actually received by Lender, including, but not limited to recovery of fees, premiums on receivable bonds and reasonable attorney's fees, and then to the balance of the note as of the date of payment, by agent or by judgment, prior to release of this Mortgage.

35. Tenant Advances. Upon request of Borrower, Lender, at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by affidavit or by judgment, prior to acceleration under paragraph 30, and to take possession of and manage the Property, and to collect the rents of the Property past due. All rents under option, taken following judicial sale, Lender, in person, by affidavit or by judgment, prior to acceleration under paragraph 30, and to take possession of and manage the Property, and to collect the rents of the Property past due. All rents under option, taken following judicial sale, Lender, in person, by affidavit or by judgment, prior to acceleration under paragraph 30, and to take possession of and manage the Property, and to collect the rents of the Property past due.

36. Acceleration under paragraph 18 based on failure to collect and retain such rents as they become due and payable.

37. Acceleration under paragraph 18 based on failure to collect and retain such rents as they become due and payable.

38. Acceleration of the Property, provided that Borrower, prior to acceleration under paragraph 30, and to take possession of and manage the Property, and to collect the rents of the Property past due. All rents under option, taken following judicial sale, Lender, in person, by affidavit or by judgment, prior to acceleration under paragraph 30, and to take possession of and manage the Property, and to collect the rents of the Property past due. All rents under option, taken following judicial sale, Lender, in person, by affidavit or by judgment, prior to acceleration under paragraph 30, and to take possession of and manage the Property, and to collect the rents of the Property past due. All rents under option, taken following judicial sale, Lender, in person, by affidavit or by judgment, prior to acceleration under paragraph 30, and to take possession of and manage the Property, and to collect the rents of the Property past due.

39. Acceleration of any other advances or agreements of Borrower contained in this Mortgage, unless otherwise provided in the Note and notes securing future advances, if any, had no acceleration occurred, (b) Borrower cures all breaches of this Mortgage, the Note and notes securing future advances, if any, had no acceleration occurred, (c) Borrower pays all reasonable expenses of any other advances or agreements of Borrower contained in this Mortgage, future advances, if any, had no acceleration occurred, (d) Borrower pays Lender all sums which would be then due under