

(iii) keep all of my other promises and agreements under this Security Instrument the Secured Notes and any changes to the Secured Notes made with the written consent of Lender;

(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(i) pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;

I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(1) mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights he or she stated in this Security Instrument and also those rights the law gives to lenders who hold mortgages on real property.

**11. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY**

(a) **Person.** Any person, organization, governmental authority or other party will be called "Person."

(b) **Summ Secured.** The amounts described below in Section 11 entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Summ Secured."

(c) **Property.** The property that is described below in Section 11 entitled "Description of the Property" will be called the "Property."

(d) **Note.** The note signed by Borrower and having the same date as this Security Instrument will be called the "Note." The Note shows that I owe Lender U.S. \$81,000.00 plus interest. I have promised to pay this debt in monthly payments and to pay the debt in full by **DECEMBER 01, 2022.**

(e) **Lender.** WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, will be called "Lender." Lender is a Federal Savings and Loan Association which is organized and exists under the laws of the United States. Lender's address is 1901 Harrison Street, Oakland, California 94612.

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(b) **Borrower.** JOSE SOBERANIS, A BACHELOR.

(a) **Security Instrument.** This Mortgage, which is dated **NOVEMBER 20, 1992** will be called the "Security Instrument."

**1. DEFINITIONS OF WORDS USED IN THIS MORTGAGE**

THE MAXIMUM AGGREGATE PRINCIPAL SUM SECURED BY THIS SECURITY INSTRUMENT IS \$113,750.00.

THIS IS A FIRST MORTGAGE. LOAN NUMBER: 8818938

THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, MONTHLY PAYMENTS AND PRINCIPAL BALANCE.

PREPARED BY: WORLD SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY: WORLD SAVINGS AND LOAN ASSOCIATION

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN ASSOCIATION

A FEDERAL SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE

DENVER, COLORADO 80211

A.T.G.F.

BOX 370

ATTENTION: DOCUMENTATION DEPARTMENT

FOR RECORDER'S USE ONLY

92940783

JOYCE WHITE

928189182

Re-Recording To correct error of title

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AT.G.F. BOX 370

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LOT 19 IN BLOCK 1 IN J.E. WHITNEY'S KELLOGG PARK SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOAN NO. 8818836

EXHIBIT 8A-9132

Each of my payments to Lender under this Paragraph 2 will be the sum of the following: (a) One-twelfth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus

(b) Borrower's Obligations (B) Impound/Escrow Accounts (i) Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to Lender, unless the applicable law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Secured Notes.

(A) Borrower's Obligations (A) I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, household payments, ground rents or mortgage insurance premiums (if any).

2. PAYMENTS FOR TAXES AND INSURANCE

I will pay to Lender, on time, all principal and interest due under the Secured Notes and late charges due under the Secured Notes.

1. BORROWER'S PROMISE TO PAY

I promise and I agree with Lender as follows:

COVENANTS

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

except for those which are of public record. Property to Lender; and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property.

IV. BORROWER'S OBLIGATION TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S RIGHT TO DEFEND OWNERSHIP OF THE PROPERTY

(x) All of the amounts that I pay to Lender under Paragraph 2 below.

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and

(viii) All of the rights and property described in subsections (ii) through (vii) of this Section that I acquire in the future;

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(vi) All rights that I have in the land which lie in the streets or roads in front of, behind or next to, the Described Property;

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

(iv) All rents or royalties and other income from the Described Property;

(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(ii) All buildings and other improvements that are located on the Described Property;

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REAL ESTATE INDEX NUMBER:

VOLUME

Property is attached as Exhibit "A" which is made a part of this Security Instrument. This Property is called the "Described Property."

(i) The property which is located at 2505 NORTH MEADE CHICAGO, IL 60630.

The legal description of the property which is located at 2505 NORTH MEADE CHICAGO, IL 60630.

I give Lender rights in the Property described below:

III. DESCRIPTION OF THE PROPERTY

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Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the person owed them.

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

First, to pay late charges due under the Secured Notes; Second, to pay prepayment charges due under the Secured Notes; Third, to pay any advances due to Lender under this Security Instrument; Fourth, to pay the amounts due to Lender under Paragraph 2 above; Fifth, to pay interest due under the Secured Notes; Sixth, to pay deferred interest under the Secured Notes; Last, to pay principal due under the Secured Notes.

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes:

3. APPLICATION OF BORROWER'S PAYMENTS

Lender will use any funds which Lender is holding at that time to reduce the Sums Secured. When I have paid all of the amounts due under the Secured Notes and under this Security Instrument, Lender will promptly refund to me any funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any funds which Lender is holding at that time to reduce the Sums Secured.

If, at the time payments of Impound/Escrow Items are due, Lender has not received enough funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Impound/Escrow Items in full. I must pay that additional amount in one or more payments as Lender may require.

If an excess of funds remains after all Impound/Escrow Items have been paid and if I am keeping all of my promises and agreements made in this Security Instrument, then I will have the right to have the excess amount refunded directly to me, if it exceeds \$25,000, or credited to my future monthly payments of funds, any refund or credit to which I am entitled will be made once a year.

If Lender's estimates of the Impound/Escrow Items are too high, the amounts that I pay under this Paragraph 2 will be too large.

(iii) Adjustments to the Funds

Will pay interest on the funds, or (b) the law requires Lender to pay interest on the funds. The Funds unless (a) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on and bills. However, Lender may charge me for these services if Lender pays me interest on the funds and if the Impound/Escrow Items, for analyzing my payments of funds, or for recording, verifying and obtaining assessments Lender may not charge me for holding or keeping the funds, for using the funds to pay

Lender may not charge the Impound/Escrow Items, Lender will give to me, without charge, an annual statement of Funds activity.

Lender may not charge the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Impound/Escrow Items. Lender will give to me, without charge, an annual statement of Funds activity.

pay to Lender for Impound/Escrow Items under this Paragraph 2 will be called the "Funds." reasonable estimates of future assessments and bills to estimate the Impound/Escrow Items. The amounts that which items will be called the "Impound/Escrow Items." Lender will use existing assessments and bills, and hazard insurance premiums, assessments, leasehold payments, ground rents and mortgage insurance premiums.

(ii) Lender's Obligations

I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

- (b) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus
(c) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus
(d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

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It means that any one of us may be required to pay all of the Sums Secured.

Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

11. RIGHTS OR OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future.

(B) Lender's Rights

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Note or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, it will be a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other governmental taking of the property. All of these proceeds will be paid to Lender.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

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The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law, if the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each monthly payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading; or if any statement in my application for this loan was materially false or misleading by reason of the omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

THE LOAN MAY BE ASSUMED UNDER ITS THEN EXISTING TERMS AND CONDITIONS WITH ONE EXCEPTION; THE LIFETIME RATE CAP MAY BE CHANGED. THE LIFETIME RATE CAP SHALL BE CHANGED TO AN INTEREST RATE WHICH IS THE SUM OF THE INTEREST RATE IN EFFECT ON THE DATE OF A SALE OR TRANSFER OF THE PROPERTY OR OF THE BENEFICIAL INTEREST IN BORROWER PLUS 6 PERCENTAGE POINTS, IF THAT SUM EXCEEDS THE LIFETIME RATE CAP STATED IN THE SECURED NOTES.

(1) LENDER RECEIVES A COMPLETED WRITTEN APPLICATION FROM TRANSFEREE TO EVALUATE THE CREDITWORTHINESS OF TRANSFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE BY LENDER; (2) LENDER APPROVES THE CREDITWORTHINESS OF THE TRANSFEREE IN WRITING; (3) AN ASSUMPTION FEE, IN AN AMOUNT TO BE DETERMINED BY LENDER (BUT NOT TO EXCEED 1% OF THE BALANCE OF PRINCIPAL AND INTEREST DUE UNDER THE SECURED NOTES AT THE TIME OF SALE OR TRANSFER OF THE PROPERTY OR OF THE INTEREST IN THE BORROWER) IS PAID TO LENDER; AND (4) THE TRANSFEREE EXECUTES AN ASSUMPTION AGREEMENT WHICH IS SATISFACTORY TO LENDER.

EXCEPTION TO ACCELERATION OF PAYMENT OF SUMS SECURED. IF THE SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON, IS THE FIRST ONE TO OCCUR AFTER THE DATE OF THIS SECURITY INSTRUMENT, THE LENDER WILL NOT EXERCISE THE OPTION TO ACCELERATE PAYMENT IN FULL OF ALL SUMS SECURED AND THE LOAN MAY BE ASSUMED IF:

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all sums secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

28. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED  
At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances to Borrower. Such loan will then be additional sums secured under this Security Instrument.

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Property of Cook County

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If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

32. OWNER OCCUPANCY

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that: (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

31. QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that: (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) if I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

30. WAIVER OF HOMESTEAD

My right to any applicable homestead exemption in the Property is waived.

29. STATEMENT OF OBLIGATION

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

28. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all taxes, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees; if any; (B) to all sums secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

