

UNOFFICIAL COPY

5/1330323 or
S1330323

92956679

[Space Above This Line For Recording Data]

MORTGAGE

713951-3

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 12TH 1992. The mortgagor is JUAN AYALA AND LUZ MARIA AYALA, HIS WIFE

This Security Instrument is given to SOURCE ONE MORTGAGE SERVICES CORPORATION ("Borrower") which is organized and existing under the laws of DELAWARE and whose address is 27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357 ("Lender").

Borrower owes Lender the principal sum of SIXTY THOUSAND DOLLARS AND NO/100 Dollars (U.S. \$ 60,000.00).

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 DECEMBER 1ST, 2000.

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:
LOT 39 IN BLOCK 5 IN S.E. CROSS MAPINVEST ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (PART OF THE RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.
13-25-110-009, VOL. 528

DEPT-01 RECORDING \$51.50
TR1111 TRIN 7801 12/18/92 09:44:00
#0094 # 92956679
COOK COUNTY RECORDER

which has the address of 2839 W. FLETCHER, CHICAGO (City)

Illinois 60618 ("Property Address"); 92956679
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the

COOK County Clerk's Office

3/15/92

92956679

UNOFFICIAL COPY

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.

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 and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- 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
- Other(s) [specify]

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.

Witnesses:

Juan Ayala
Juan Ayala (Seal)
JUAN AYALA -Borrower
Social Security Number *343-68-4679*

Prepared By and When Recorded, Return To:
ERIN A. TOOMEY
SOURCE ONE MORTGAGE SERVICES CORPORATION
4849 WEST 167TH STREET
OAK FOREST, IL 60452

Luz Maria Ayala (Seal)
LUZ MARIA AYALA -Borrower
Social Security Number *350-80-7240*

_____ (Seal)
-Borrower
Social Security Number _____

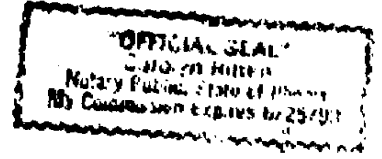
_____ (Seal)
-Borrower
Social Security Number _____

[Space Below This Line For Acknowledgement]
STATE OF ILLINOIS, COOK County ss:

This Security Instrument was acknowledged before me this 12TH DAY OF NOVEMBER, 1992 (date)
by JUAN AYALA AND LUZ MARTA AYALA, HIS WIFE



My Commission expires: _____
Erin A. Toomey
Notary Public, COOK County, Illinois.



17. Association Remedies. Lender shall give notice to Borrower prior to association following Borrower's breach of any...

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

As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental...

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous...

19. Remedial Action. Borrower shall promptly take all necessary remedial actions in accordance with applicable laws and regulations...

20. Change of Address. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous...

21. Security Interest. The Note or a partial interest in the Note (together with the Security Instrument) may be sold or...

22. Borrower's Right to Redeem. Borrower may, at any time, pay the principal amount of the Note, together with any accrued interest...

23. Lender's Right to Accelerate. If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges...

24. Substitution. Any notice to Borrower in this Security Instrument shall be given by delivering it or by mailing it to the...

25. Governing Law. The Security Instrument shall be governed by federal law and the law of the jurisdiction in which the...

26. Borrower's Copy. Borrower shall be given one copy of the Note and of the Security Instrument. The Note and the Security Instrument...

27. Transfer of the Property or a Partial Interest in the Property. If all or any part of the Property or any interest in it is sold or...

28. Lender's Right to Assign. Lender may, at any time, assign all or any part of the Note and the Security Instrument to another...

29. Loan Charges. If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law...

30. Assurances. Lender shall be assured and satisfied that Borrower and the Security Instrument are subject to the provisions of paragraph 17...

31. Remedies. Lender shall be assured and satisfied that Borrower and the Security Instrument are subject to the provisions of paragraph 17...

32. Remedies. Lender shall be assured and satisfied that Borrower and the Security Instrument are subject to the provisions of paragraph 17...

33. Remedies. Lender shall be assured and satisfied that Borrower and the Security Instrument are subject to the provisions of paragraph 17...

34. Remedies. Lender shall be assured and satisfied that Borrower and the Security Instrument are subject to the provisions of paragraph 17...

35. Remedies. Lender shall be assured and satisfied that Borrower and the Security Instrument are subject to the provisions of paragraph 17...

36. Remedies. Lender shall be assured and satisfied that Borrower and the Security Instrument are subject to the provisions of paragraph 17...

92956679

UNOFFICIAL COPY

1-4 FAMILY RIDER ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 12TH day of NOVEMBER 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 SOURCE ONE MORTGAGE SERVICES CORPORATION, A DELAWARE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2830 W. FLETCHER CHICAGO, IL 60618

(Property Address)

1-4 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 wherever or 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, panelling 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 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH THE 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. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. 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.

F. 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.

G. 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 Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) 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 constitutes an absolute assignment and not an assignment for additional security only.

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

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

UNOFFICIAL COPY

Form 317D 5/90 (page 2 of 2 pages)

92956679

Property of Cook County Clerk's Office

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

Juan Ayala
102 Maria Ayala

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

H. CROSS-DEFAULT 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.