

# UNOFFICIAL COPY

92101313

THIS INSTRUMENT PREPARED BY  
BY ORDER OF  
HOME SAVINGS OF AMERICA *Box 22*  
LOAN SERVICE CENTER  
PO BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91746-0015  
LOAN NO. 13892437-8  
ALL NOTICES TO LENDER SHALL BE  
MAILED OR DELIVERED TO THE ABOVE  
ADDRESS

[Space Above This Line for Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 14**,  
1992. The mortgagor is  
**JULIYA ALFARO (H), DIVORCED AND NOT SINCE REMARRIED**

(Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, F.A., which is organized and existing under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404 ("Lender"). Borrower owes Lender the principal sum of

**ONE HUNDRED TWENTY THOUSAND AND NO/100**

Dollars (U.S. \$ 120,000.00). 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 **MARCH 1, 1994**. 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 **EVANSTON**, **Cook County, Illinois**.

LOT 8 IN BLOCK 9 IN STANLEY AND COMPANY'S SECOND DODGE AVENUE SUBDIVISION IN SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1620 MONROE STREET, EVANSTON, IL 60201.

PTH: 10-24-413-007

*COOK COUNTY, ILLINOIS  
RECORDED*

*1992 FEB 12 PM 07*

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which has the address of **1620 MONROE STREET** *(Signed)* **EVANSTON**  
**Illinois** **138924365** ("Property Address").

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.



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**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 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 condemnation or other taking of any part of the Property, or for convenience 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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<sup>23</sup> *Waiver of Homestead*, however, waives all right of homestead exemption in the property.

**NON-EUROPEAN COUNTRIES** Benefit from and lend their further development and agree as follows:

As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Laws and the following substances: asbestos, lead-based paint, mercury, radon, PCBs, and other substances specified by the Environmental Protection Agency.

**20. Hazardous Substances**. Hazardous substances shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or as in violation of any Environmental Law.

<sup>17</sup>Within the limits of the present article, it is not possible to give a detailed account of the case of the *reconstruction* under paragraph 17.

If a holder of a negotiable instrument has given notice of non-payment to the drawee before the due date, the drawee is estopped from denying payment if it fails to pay the amount due. The holder may sue the drawee for payment or sue the maker if the drawee fails to pay. If the drawee fails to pay, the holder may sue the maker for payment.

17. I transfer my right to sue for personal injuries in tort to Borrero unless he is entitled to recover damages for personal injuries in tort from me.

18. Governing Law and Severability. This Security Instrument shall be governed by the laws of the state in which the Property is located. In the event that any provision of this Security Instrument is held to be invalid or unenforceable, such provision shall be severed from the remaining provisions of this Security Instrument and the Note will remain in effect.

12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it to Borrower or by mailing it to Borrower's address set forth in this Security Instrument or by deliverying it to Borrower's address set forth in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Paragraph.

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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)]

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider      |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> 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:

*JULIYA AICARDE* (Seal)  
JULIYA AICARDE (Signature)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

[Space Below This Line For Acknowledgment]

LOAN NO. 15045102  
State of Illinois *Clerk*

County of

I, *The undersigned*, a notary public in and for said county and state, do hereby certify that JULIYA AICARDE, DIVORCED AND NOT SINCE REMARRIED,

personally known to me to be the same person(s) whose name(s) *is* *are* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *she* signed and delivered the same instrument as *her* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *14th* day of *October*, *1992*.

My commission expires.



*George E. Schlesinger*  
Notary Public

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## 1-4 FAMILY RIDER

### Assignment of Rents

LOAN NO. 12874887-S

THIS 1-4 FAMILY RIDER is made this 14th day of FEBRUARY, 1997, 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 HOME SAVINGS OF AMERICA, I.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1620 MORRISON STREET, EVANSTON, IL 60206.

(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 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 purpose of supplying or distributing heating, cooling, electricity, gas, water, air and fire; fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, wall closets, mini-ranges, stoves, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, never before 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 Lender's interest therein) in either leasehold or fee simple title, is referred to as the "1-4 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.

**E. "BORROWER'S RIGHT TO REINSURE"** 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 remainder 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 these leases, and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" as the Security Instrument defines it.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER'S POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of 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 agent. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 11 of the Security Instrument and (ii) Lender has given notice to the tenants that the Rents are to be paid to 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, or 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, Lender shall be entitled to collect and receive all of the Rents of the Property, and Borrower agrees that such tenant(s) of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant(s), unless applicable law provides otherwise. All Rents collected by Lender or Lender's agents shall be applied first to the cost of maintaining the Property, and any excess to the Rents, including but not limited to attorney fees, receiver's premium, collection, bonds, repair and maintenance costs, insurance premiums, taxes, court costs, and other charges on the Property, and then to the sum secured by the Security Instrument, and if Lender has no trustee, Lender shall be held to account only those Rents actually received and collected by Lender, and if Lender is not receiving payment of Rents from the tenants of the Property and collects the Rents and pays all expenses on the Property will be an automatic assignment of the Property to Lender.

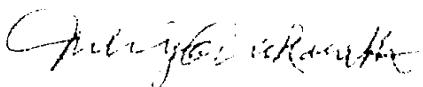
If the Rents of the Property are not sufficient to cover the costs of maintaining the Property and collecting the Rents, and are not paid by Lender to Lender's agents, Lender may sue on behalf of Borrower and Lender, caused by the Security Instrument, in any court of competent jurisdiction.

Borrower agrees that if any of the Rents of the Property are deposited in an escrow account, Lender shall not perform any act that would give Lender a right to any interest in the escrow account for the purpose of applying the Rents to the Property.

Lender or Lender's agents, or any of the persons serving as Lender's or Lender's agents' attorney, may enter onto or maintain the Property, by appointment or consent of Borrower. However, Lender or Lender's agent, or a judicially appointed receiver, may do so at any time when of necessity. Any collection of Rents, whether due or due by reason of a default or immediate other right of remedy of Lender, shall be deemed to be paid to the Project, after payment when all the rents are paid by the Security Instrument, are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower and Lender, in the event of a default under any note or agreement of which Lender is an interest, shall be a breach under this Security Instrument, and Lender may exercise 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.

  
JULIA A. ACKRATH

(Seal)  
Borrower

(Seal)  
Lender

(Seal)  
Borrower

(Seal)  
Lender