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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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**MORTGAGE**

19. 92 THIS MORTGAGE ("Security Instrument") is given on February 14,  
The mortgagor is Michael S. Martinez married to Tammy M. Martinez  
Affiliated BANK  
a. State Banking Association ("Borrower"). This Security Instrument is given to  
under the laws of State of Illinois, which is organized and existing  
Franklin Park, IL 60131, and whose address is 3044 Rose Street  
Borrower owes Lender the principal sum of Fifty Two Thousand and 00/100  
Dollars (U.S. \$ 52,000.00). 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, 2007. This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications; (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 hereby mortgage, grant and convey to Lender the following described property  
located in COOK County, Illinois:

LOT 72 IN SUPERIOR COURT PARTITION OF SUBDIVISION OF THE  
WEST 1/2 OF OUTLOT 17 IN SNOW ESTATE SUBDIVISION IN  
SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 14-30-105-001-0000

which has the address of 2159 West Fletcher  
[Street]  
Illinois 60618 ("Property Address");  
[Zip Code] Chicago  
[City]

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 rights and stock and all 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.

27.00 *to*

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EEG XRD

8700 North Waukegan Road  
Morton Grove, Illinois 60053  
Attn: GAIL DELONEY

Mail to: Affiliated Bank

Prepared by: Pat Williams for Affiliated Bank

(Space Below This Line Reserved for Lender and Recorder)

My Commission expires 12/7/94  
Diedre Mathews  
Notary Public, State of Illinois  
Cook County  
My Commission expires

signed and delivered the said instrument as *Witness* . . . free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he . . .

I do hereby certify that MICHAEL S. MARTINEZ, RAMY M. MARTINEZ, and  
MICHAEL S. MARTINEZ personally known to me to be the same person(s) whose name(s) is

I, John Doe, a Notary Public in and for said county and state,

STATE OF ILLINOIS, . . . . . County ss:

*James W. McAllister*

MICHAEL S. MARTINZ  
—Borrower  
.....  
~~(Seal)~~

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY ORDER(S) EXECUTED OR BORROWER AND RECORDED WITHIN.

- Graduated ray at Rider
- Planned Unit Development Rider
- Other(s) [Specify] \_\_\_\_\_

**Q13**  I have applied for the Condominium or Condominium Residential Agreement box(es) and/or the Family Rider.

23. **K.** As to this Security Instrument, if one or more of the debtors are executed by Borrower and recorded together with

21. 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.

Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on credit insurance, fees and charges to the sums received by this Security instrument.

20. Lender in Possession. Upon acceleration of the Property and at any time limited to, reasonable attorney fees and costs of suit experience.

before the date specified in the notice, Lemder 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.

Secured by this Security Instrument, for release by judicial proceeding and sale of the Property, the notice shall further inform Borrower of the right to remit after acceleration and the right to assess in the foreclosure proceeding or otherwise of a default or any other default or deficiency of Borrower to accelerate and foreclose. If the default is not cured on or before the date set forth in the notice, the Lender may proceed to foreclose and sell the property.

units as applicable law provides otherwise). The notice shall specify: (a) the default to cure the date specified; (b) the action required to cure the date specified; (c) a date, not less than 30 days from the date notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

**NON-UNIFORM GOVERNANTS.** Borrower and Lender further covenant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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.

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.

**10. 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.

**11. 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.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 paragraphs 13 or 17.

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Securitry Instruments. Unless Borrower and Lender under this Paragraph 7 shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender may take action under this Paragraph 7, Lender does not have to do so.

Instruments, appearing in court, paying reasonable attorney fees and entitling on the Proprietary to make Repairs. Although in the Property, Lender's actions may include Paying Any sums secured by a lien which has priority over this Security in the event of other terms of payment, these amounts shall bear interest from Lender's rights in the Property, if any, until the Note is paid in full, a sum ("Funds"), equal to one-twelfth of the day monthly payments or ground rents on the Property, if any; (c) yearly hazard insurance over this Security Instruments; and (d) yearly leasehold payments and assessments which were waived by Lender, until the Note is paid in full, a sum ("Funds"), equal to Lender's principal of and interest on the debt evidenced by the Note and late charges due under the Note.

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 prepayments due under the Note.

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 prepayments due under the Note.

2. Funds for Taxes and Insurance. Subject to application of law or to a written waiver by Lender, Borrower shall pay Lender on the day monthly payments or ground rents on the Property, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

3. Application of Funds. In full or in part, the sale of all sums secured by this Security Instruments by Lender, no later than immediately prior to the Note is sold or received by Lender, Lender shall refund to Borrower all notices of amounts to be paid under this Paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender notice of the payment of these obligations to Lender within ten days of the payment of such amounts to Lender, or if (c) secures from Lender determinations that any part of the Proprietary is subject to a lien or right to hold the premises and renewals. If Lender renews, Borrower shall promptly give to Lender insurance policies and renewals which shall be acceptable to Lender and renewals notices. In the event of loss, Borrower shall promptly give to Lender notice of paid premiums and renewals which shall be chosen by Borrower which to Lender's approval when the notice is given.

All insurance policies and renewals shall be held by Lender and shall include a standard mortgage clause. Lender shall have the right to hold the premises and renewals. If Lender renews, Borrower shall promptly give to Lender notice of paid premiums and renewals which shall be chosen by Borrower which to Lender's approval when the notice is given.

5. Hazard Insurance. Borrower shall keep the improvements of the Proprietary over this Security Instruments in good repair and Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restoration of the Proprietary damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the repair is not economically feasible or repair is otherwise agreed, Borrower shall make proof of loss if made promptly by Borrower.

Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the Proprietary which Lender incurred against the lien, or delinquent enforcement of the lien in a manner acceptable to Lender, or if the lien by, or delinquent enforcement of the lien in, legal proceedings, except "late coverage," and any other hazards for which Lender incurred against loss by fire, hazards included within the term, "late coverage," and any other hazards for which Lender incurred against the Proprietary to hold the premises and renewals. This insurance shall be maintained in the amount of one thousand dollars (\$1,000) per year for the period of one year, except that any part of the Proprietary is subject to a lien or right to hold the premises and renewals. If Lender renews, Borrower shall promptly give to Lender notice of paid premiums and renewals which shall be chosen by Borrower which to Lender's approval when the notice is given.

6. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the Proprietary which may be levied by the State or local government or any other authority to Lender under Paragraphs 1 and 2 shall be paid by Lender, to late charges due under the Note; second, to payments received by Lender under Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

7. Protection of Lender's Interests. Unless Borrower shall pay all taxes, assessments, charges, fines and impositions received by Lender under Paragraph 2, or if (c) secures from Lender determinations that any part of the Proprietary is subject to a lien or right to hold the premises and renewals, Borrower shall promptly furnish to Lender notice of paid premiums and renewals which shall be chosen by Borrower which to Lender's approval when the notice is given.

8. Application of Funds. In full or in part, the sale of all sums secured by this Security Instruments by Lender, no later than immediately prior to the Note is sold or received by Lender, Lender shall refund to Borrower all notices of amounts to be paid under this Paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender notice of the payment of these obligations to Lender within ten days of the payment of such amounts to Lender, or if (c) secures from Lender determinations that any part of the Proprietary is subject to a lien or right to hold the premises and renewals. If Lender renews, Borrower shall promptly give to Lender notice of paid premiums and renewals which shall be chosen by Borrower which to Lender's approval when the notice is given.

9. Assignment of Lender's Interests. Unless Borrower shall pay all taxes, assessments, charges, fines and impositions received by Lender under Paragraph 2, or if (c) secures from Lender determinations that any part of the Proprietary is subject to a lien or right to hold the premises and renewals, Borrower shall promptly furnish to Lender notice of paid premiums and renewals which shall be chosen by Borrower which to Lender's approval when the notice is given.

10. Subordination of Lender's Interests. Unless Borrower shall pay all taxes, assessments, charges, fines and impositions received by Lender under Paragraph 2, or if (c) secures from Lender determinations that any part of the Proprietary is subject to a lien or right to hold the premises and renewals, Borrower shall promptly furnish to Lender notice of paid premiums and renewals which shall be chosen by Borrower which to Lender's approval when the notice is given.

11. 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 prepayments due under the Note.

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14. 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 prepayments due under the Note.

15. Preservation and Maintenance and Property Leaseholds. Borrower shall destroy, damage or subdivide instruments immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instruments. If the instrument is not merged unless Lender and Borrower otherwise agree in writing, any application of proceeds to the payment of any amounts referred to in Paragraphs 1 and 2 or change the Proprietary to determine the value of the Property and Lender's rights in the Property, then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property, if any, until the Note is paid in full, a sum ("Funds"), equal to one-twelfth of the day monthly payments which were waived by Lender, until the Note is paid in full, a sum ("Funds"), equal to Lender's principal of and interest on the debt evidenced by the Note and late charges due under the Note.

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