

# UNOFFICIAL COPY

9 2 1 7 5 5 3 1

92170582

73 43 19 1 7 7  
73 30 00 00K

[Space Above This Line For Recording Data]

011983431

## MORTGAGE

MARCH 10, 1992

THIS MORTGAGE (Security Instrument) is made of mortgage between **JUAN O PEREZ AND ESTER P PEREZ, HIS WIFE**

The

"Borrower" The Security Instrument is made by **St. Paul Federal Bank for Savings**

which is organized and exists under the laws of the United States of America  
6700 W. March Ave, Chicago, Illinois 60635

"Lender" Borrower owes her to the principal sum of **SIXTY FIVE THOUSAND AND NO /100-**  
**65,000.00**

by Borrower's note dated the same date as this Security Instrument, Note, which provides for monthly payments with the first payment due on **APRIL 1, 2007**. The Security Instrument secures to Lender the repayment of the principal sum of the Note with interest and all renewals, extensions and modifications of the Note, the payment of all other sums of interest advanced under paragraph 7 to protect the security of this Security Instrument, and the performance of Borrower's covenants and obligations under this Security Instrument and the Note. For this purpose, Borrower has granted, conveyed and conveyed to Lender the following described property located in **COOK** County, Illinois.

LOT 55 IN BLOCK 4 OF GRAND AVENUE, BEING A SUBDIVISION OF THE EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 466 FEET THEREOF, ACCORDING TO PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT 10,401, IN COOK COUNTY, ILLINOIS.

PIN # 13-32-122-000-0000

RECORDED: 03/10/92 1:33.50  
INDEXED: 03/10/92 15:00:00  
FILE # 92-170582  
COOK COUNTY REC'D

which has the address of **2144 N MC VICKER**

**CHICAGO**

Illinois **60639** "Property Address"

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

2395 SEP 9\*

JDP C.R.P.

ES/R

92170582

Form 3014 990  
part 2 of 2 pages  
101  
E&B

Forbearance. 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 governing real property.  
Lender agrees to constitute a uniform security instrument covering real property.  
Lender agrees to constitute a uniform security instrument covering real property.

**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, and the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) any yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any yearly mortgage insurance premiums; (f) any; and (g) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "Funds for Taxes and Insurance." Lender may, at any time, collect and hold Funds in an amount not to exceed the Federal Real Estate Mortgage Investment Fund (FARM) account under the Federal Real Estate Mortgage Investment Fund Act of 1971 as amended from time to time, 12 U.S.C. § 2601, et seq. ("REMI-Fund"), unless another law that applies to Funds sets a lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the amount of current and future taxes, insurance, or otherwise in accordance with applicable law.

The Funds shall be held in a separate account or accounts, or in a Federal Home Loan Bank, Lender shall apply the Funds to pay the following items: (a) taxes and assessments; (b) ground rents; (c) leasehold payments; (d) hazard or property insurance premiums; (e) flood insurance premiums; (f) mortgage insurance premiums; (g) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law.

Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law.

Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law.

Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law.

Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law. Lender may report such items to the Internal Revenue Service as required by Lender in order to comply with the tax laws and applicable law.

282170582

5. Hazard or Property Insurance. Borrower shall maintain and keep in force hazard and property insurance covering the property against loss by fire, theft, lightning, explosion, riot, civil commotion, windstorm, hail, flood, earthquake, and other causes of damage. The policy shall be in the name of the lender and shall name the lender as the beneficiary.

6. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower shall occupy the property as a primary residence and shall maintain and preserve the property in good condition and repair. Borrower shall be responsible for all taxes, assessments, and charges levied on the property. Borrower shall not allow the property to be used for any illegal purpose and shall not allow any person to use the property for any illegal purpose.

7. Protection of Lender's Rights in the Property. Borrower shall not create any lien or encumbrance on the property without the prior written consent of the lender.

8. Mortgage Insurance. Borrower shall maintain and keep in force mortgage insurance covering the property against loss by fire, theft, lightning, explosion, riot, civil commotion, windstorm, hail, flood, earthquake, and other causes of damage. The policy shall be in the name of the lender and shall name the lender as the beneficiary.

9. Assignment. Borrower shall not assign or transfer any interest in the property without the prior written consent of the lender.

10. Default. In the event of default by Borrower under this agreement, the lender shall have the right to take possession of the property and sell it to satisfy the debt.

11. Waiver. Borrower waives any right to sue the lender for breach of contract or for any other cause of action arising out of this agreement.

12. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties.

13. Governing Law. This agreement shall be governed by the laws of the State of Illinois.

Property of Cook County Clerk's Office

92371.5932

FORM 3074 9/92  
JOP ERP

# UNOFFICIAL COPY

2195 SEP 91

Form 3014 9 90  
TOP  
388

declared to be severable.

being given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **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 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.

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 address applicable law requires use of another method. The notice shall be directed to the Property. Address of 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. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is that the interest on a loan shall not exceed the maximum permitted by law, then the interest on the loan shall not exceed the maximum permitted by law. If the loan secured by this Security Instrument is not subject to such a law, then the interest on the loan shall not exceed the maximum permitted by law. The interest on the loan shall not exceed the maximum permitted by law. The interest on the loan shall not exceed the maximum permitted by law.

16. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and remain the success 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 shall be bound by the terms of this Security Instrument. The covenants and agreements of this Security Instrument shall bind and remain the success 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 shall be bound by the terms of this Security Instrument.

17. **Borrower Not Released; Forbearance by Lender Not a Waiver; Extension of the time for payment of the debt.** The amount of the debt shall not be reduced by any forbearance or extension of the time for payment of the debt. The amount of the debt shall not be reduced by any forbearance or extension of the time for payment of the debt. The amount of the debt shall not be reduced by any forbearance or extension of the time for payment of the debt.

18. **Condemnation.** The proceeds of any condemnation or other taking of all or a part of the Property, or of any interest therein, shall be deemed to be proceeds of the Property, and shall be paid to Lender. The proceeds of any condemnation or other taking of all or a part of the Property, or of any interest therein, shall be deemed to be proceeds of the Property, and shall be paid to Lender.

19. **Inspection.** Lender shall have the right to inspect the Property and the condition of the Property at any time and from time to time. Lender shall have the right to inspect the Property and the condition of the Property at any time and from time to time.

20. **Loss Reserve Insurance.** Loss reserve payments may be required, at the option of Lender, if mortgage insurance coverage in the amount and for the period that Lender requires is provided by an insurer approved by Lender. Lender shall have the right to inspect the Property and the condition of the Property at any time and from time to time.

21. **Assignment.** This Security Instrument may be assigned to any person or entity without the consent of Borrower. This Security Instrument may be assigned to any person or entity without the consent of Borrower.

22. **Entire Agreement.** This Security Instrument and the Note constitute the entire agreement between Borrower and Lender. This Security Instrument and the Note constitute the entire agreement between Borrower and Lender.

59217 582

# UNOFFICIAL COPY

9 2 1 7 3 3 1

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If at 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 further provision written in the Note and in this Security Instrument, the sums secured by this Security Instrument shall be paid to the lender or its assigns as provided in the Note and in this Security Instrument on the date of this Security Instrument.

If lender exercises this right of transfer and the Borrower is not a natural person, the lender may be able to apply for a court order to set aside the sale if the lender is not a party to the sale. The lender may be able to apply for a court order to set aside the sale if the lender is not a party to the sale. The lender may be able to apply for a court order to set aside the sale if the lender is not a party to the sale.

**18. Borrower's Right to Reinstate.** If Borrower is in default under this Security Instrument, Borrower may reinstate this Security Instrument by paying to the lender the sums secured by this Security Instrument, including interest, and by paying to the lender the sums secured by this Security Instrument, including interest, and by paying to the lender the sums secured by this Security Instrument, including interest.

**19. Sale of Note; Change of Loan Servicer.** Lender may sell this Security Instrument and the Note to a third party, and may assign the Note and this Security Instrument to a third party, and may assign the Note and this Security Instrument to a third party, and may assign the Note and this Security Instrument to a third party.

**20. Hazardous Substances.** If the Property is contaminated with hazardous substances, Borrower shall be responsible for the cost of removal, cleanup, and disposal of such substances, and for the cost of any legal proceedings brought by the lender or any other party.

A certificate of title for the Property shall be issued by the lender, and shall be subject to the terms and conditions of this Security Instrument, including the terms and conditions of the Note and this Security Instrument.

**21. Acceleration Remedies.** Lender shall have the right to accelerate the sums secured by this Security Instrument if Borrower breaches any covenant or agreement in this Security Instrument, and if not prior to acceleration in this paragraph, if unless applicable law provides otherwise. The notice shall specify to the default, the action to be taken to cure the default, a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and if that failure to cure the default on or before the date specified in the notice, the sums secured by this Security Instrument shall be due and payable, and the sums secured by this Security Instrument shall be due and payable.

**22. Release.** Lender shall release the Property from the lien of this Security Instrument upon payment in full of all sums secured by this Security Instrument, including interest, and upon payment of all sums secured by this Security Instrument, including interest.

**23. Waiver of Homestead.** Borrower hereby waives any homestead exemption in the Property, and agrees that the Property shall be subject to the lien of this Security Instrument.

0395 SEP 91

Form 3024 8/90  
JCP ERP

0322171-0395

# UNOFFICIAL COPY

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
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify) **LOAN RIDER**
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

*Juan O Perez* (Seal)  
 -Borrower  
**JUAN O PEREZ**  
 Social Security Number 338-72-1169

*Esther R Perez* (Seal)  
 -Borrower  
**ESTER R PEREZ**  
 Social Security Number 351-58-3357

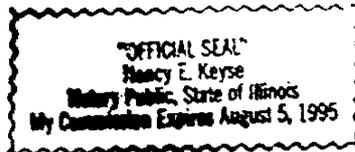
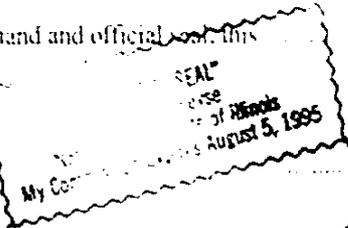
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, Cook County ss:

I, Nancy E Keyse  
 a Notary Public in and for said county and state, certify that JUAN O PEREZ AND ESTER R PEREZ HIS WIFE  
 personally known to me to be the same person(s) whose name(s) \_\_\_\_\_  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ I, he, X \_\_\_\_\_  
 signed and delivered the instrument as THEIR free and voluntary act, for the uses and purposes therein  
 set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1997

My Commission expires: \_\_\_\_\_



RAYMOND F SEIFFERT  
 ST PAUL FEDERAL BANK FOR SAVINGS  
 6700 W NORTH AV  
 CHICAGO, IL 60635



011903431  
 PEREZ JUAN O  
 HBK

# UNOFFICIAL COPY

3 2 1 / 3 3 3  
LOAN RIDER

LOAN NO  
DATE

311903431  
MARCH 12, 1992

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned the Borrower to St. Paul Federal Bank For Savings, the Lender, to secure a mortgage indebtedness said Security Instrument encumbers real property, commonly described as

2144 N MC VICKER, CHICAGO IL 60639

PROPERTY ADDRESS

1. Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2. Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interests under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

*Juan O. Perez*  
Borrower

JUAN O PEREZ

*ESTER R. PEREZ*  
Borrower

ESTER R PEREZ

58217, 582