

# UNOFFICIAL COPY

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This instrument was prepared by

RICHARD J. JAHNS  
(Name)

5133 W FULLERTON AVENUE  
(Address)

CHICAGO, IL 60639

92-229111

## MORTGAGE

THIS MORTGAGE was made the 6TH day of MARCH 19 92, between the Mortgagor, JORGE SERRATO AND MARGARETA SERRATO, HUSBAND AND WIFE

wherein "Mortgagor" is the Mortgagor, CRAGEN FEDERAL BANK FOR SAVINGS, a corporation organized in Illinois under the laws of the UNITED STATES OF AMERICA, whose address is 5133 WEST FULLERTON, CHICAGO, IL 60639, herein "Lender";

wherein "Borrower" is indebted to Lender in the principal sum of ONE THOUSEND SEVEN HUNDRED AND NO/100

Dollars, which indebtedness is evidenced by Borrower's note dated MARCH 6 1992, herein "Note", providing for monthly installment of principal and interest, with the balance of the indebtedness, if not sooner paid, to be due on APRIL 1 2022.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof herein "Future Advances", Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 6 IN BLOCK 4 IN SUBDIVISION NUMBER 1, MILWAUKEE AVENUE LAND ASSOCIATION, BEING A SUBDIVISION OF THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF THE MILWAUKEE AVENUE IN COOK COUNTY, ILLINOIS

PERMANENT INDEX 13-22-410-024

DEFERRED RECORDING \$10.00  
140788 TRAC 9011 04/06/92 11:04:00  
#8285 \* 92-229111  
COOK COUNTY RECORDER

92229111

County Clerk's Office

COMMUNITY TITLE GUARANTY CO.  
377 E. Butterfield Rd., Suite 100  
Lombard, Illinois 60148  
(708) 512-0444 1-800-222-1366

BOOK 493

MS JS

which is the address of 3448 N KILDARE

(City)

CHICAGO

(City)

60641

(State and Zip Code)

wherein "Property Address"

COOK shall have with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures, mineral, oil and gas, rights and profits, water, water rights, and water stock, and all fixtures, and all other things attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and form a part of the property covered by this Mortgage, and all of the foregoing, together with said property, for the benefit of the Mortgagor and his heirs, are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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1. **Application of Law.** This Mortgage shall be governed by the laws of the State of New York. The parties hereto agree that the laws of the State of New York shall apply to the interpretation of this Mortgage and to all matters arising hereunder, including the determination of the validity and enforceability of this Mortgage and the rights and obligations of the parties hereunder. The parties hereto agree that the laws of the State of New York shall apply to the interpretation of this Mortgage and to all matters arising hereunder, including the determination of the validity and enforceability of this Mortgage and the rights and obligations of the parties hereunder.

2. **Priority of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, Lender's security interest in the Property shall be a first priority lien in favor of Lender, and shall be superior to all other liens and claims, including liens and claims of other lenders, contractors, mechanics, subcontractors, and other parties, whether or not recorded in the public records, and shall be superior to all other liens and claims, including liens and claims of other lenders, contractors, mechanics, subcontractors, and other parties, whether or not recorded in the public records.

3. **Preservation and Maintenance of Property.** Lender shall have the right to enter upon the Property at any time for the purpose of inspecting, measuring, or otherwise ascertaining the condition of the Property and the extent of any damage to the Property. Lender shall have the right to enter upon the Property at any time for the purpose of inspecting, measuring, or otherwise ascertaining the condition of the Property and the extent of any damage to the Property.

4. **Insurance.** Borrower shall maintain and keep in full force and effect a fire and theft insurance policy covering the Property and the contents thereof, and shall provide evidence of such insurance to Lender upon request. Lender shall have the right to cancel or non-renew any such insurance policy if it does not meet the requirements of this Mortgage. Lender shall have the right to cancel or non-renew any such insurance policy if it does not meet the requirements of this Mortgage.

5. **Hazard to Lender's Security.** Lender shall have the right to require Borrower to take such action as may be necessary to protect Lender's security interest in the Property, including the removal of any hazard to the Property or the contents thereof, and the repair of any damage to the Property or the contents thereof. Lender shall have the right to require Borrower to take such action as may be necessary to protect Lender's security interest in the Property, including the removal of any hazard to the Property or the contents thereof, and the repair of any damage to the Property or the contents thereof.

6. **Application of Payments.** Lender shall have the right to apply any payments received by Lender under this Mortgage to the payment of interest, principal, and any other amounts due to Lender, in the order specified herein. Lender shall have the right to apply any payments received by Lender under this Mortgage to the payment of interest, principal, and any other amounts due to Lender, in the order specified herein.

7. **Assignment of Lender's Security.** Lender shall have the right to assign its security interest in the Property to any other lender, and Borrower shall be bound by the terms and conditions of any such assignment. Lender shall have the right to assign its security interest in the Property to any other lender, and Borrower shall be bound by the terms and conditions of any such assignment.

8. **Waiver of Defenses.** Borrower shall waive any defenses, claims, or counterclaims that it may have against Lender, and shall agree to indemnify Lender for any loss or damage caused by such defenses, claims, or counterclaims. Borrower shall waive any defenses, claims, or counterclaims that it may have against Lender, and shall agree to indemnify Lender for any loss or damage caused by such defenses, claims, or counterclaims.

9. **Entire Agreement.** This Mortgage shall constitute the entire agreement between the parties hereto, and shall supersede all other agreements, oral or written, between the parties hereto. This Mortgage shall constitute the entire agreement between the parties hereto, and shall supersede all other agreements, oral or written, between the parties hereto.

10. **Severability.** If any provision of this Mortgage is held to be unenforceable or invalid, the remaining provisions of this Mortgage shall remain in full force and effect. If any provision of this Mortgage is held to be unenforceable or invalid, the remaining provisions of this Mortgage shall remain in full force and effect.

11. **Assignment of Lender's Security.** Lender shall have the right to assign its security interest in the Property to any other lender, and Borrower shall be bound by the terms and conditions of any such assignment. Lender shall have the right to assign its security interest in the Property to any other lender, and Borrower shall be bound by the terms and conditions of any such assignment.

12. **Waiver of Defenses.** Borrower shall waive any defenses, claims, or counterclaims that it may have against Lender, and shall agree to indemnify Lender for any loss or damage caused by such defenses, claims, or counterclaims. Borrower shall waive any defenses, claims, or counterclaims that it may have against Lender, and shall agree to indemnify Lender for any loss or damage caused by such defenses, claims, or counterclaims.

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Lender, or other instrument, or applicable law, Borrower shall pay the amount of all mortgage insurance premium in the manner provided in the paragraph 7 hereof.

Any amount authorized by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender, Borrower, and Lender agree to other terms of payment, such amounts shall be payable up to the time from Lender to Borrower respecting payment thereof, and shall bear interest from the date of disbursement of the same payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Notwithstanding the foregoing, Lender shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give 10 days notice in writing prior to any such inspection, pending reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Property, in part thereof, or for conversion or other 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 Mortgage, with the exception of any paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is condemned by Borrower, or if, after notice by Lender to Borrower that the condemnation offer to make an award or claim for Lender for damage, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to: (a) borrow and apply the proceeds of Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 4 and 5 hereof or change the amount of such installment.

**10. Borrower Not to be a Debtor.** Extension of the time for payment or modification or amortization of the sums secured by this Mortgage, in whole or in part, or any other action of Borrower shall not operate to release in any manner, the liability of the original Borrower and any other persons or interests. Lender shall not be required to commence proceedings against such persons or interests for payment or otherwise, including amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors or interests.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The payment of insurance on the part of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage afforded by law or equity, and may be exercised concurrently, independently, or successively.

**13. Successors and Assigns, Bound, Joint, and Several Liability.** Covenants, conditions, and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The caption and heading of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender at the address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower if Lender has given in the manner designated herein.

**15. Uniform Mortgage, Governing Law, Severability.** This form of mortgage combines uniform covenants for national non-judicial uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are to be held to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after registration hereof.

**17. Transfer of the Property, Assumption.** If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage for the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a party bound or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived its option to accelerate if, prior to the sale or transfer, Lender in writing agrees to whom the Property is to be sold or transferred such agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises its option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 90 days from the date the notice is mailed within which Borrower may pay the sums to be accelerated. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, in the only manner permitted by paragraph 18 hereof.

NOTE: FEDERAL GOVERNMENT. Borrower and Lender further covenant and agree as follows:

**18. Acceleration Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof (specifying (1) the breach, (2) the action required to cure such breach, (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title report.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

\* \* \* If Borrower does not occupy the property as his/her principal residence

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