

93659439

JUN 28 1993

2076



*Buyer*

APRIL TENTH (10TH) 1992  
TRANSFERRED FROM  
CERTIFICATE NO. 1129072

STATE OF ILLINOIS }  
COOK COUNTY }

I Carol Moseley Braun Registrar of Titles  
and for said County, in the State aforesaid, do hereby certify

ELOY G. SANCHEZ AND MARTHA E. GONZALEZ  
(Married to each other)  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

of the CITY OF CHICAGO County of COOK and State of ILLINOIS  
ARE the owners of an estate in fee simple, in the following described  
land situated in the County of Cook and State of Illinois.



LOT FORTY TWO.....(42)  
In W'ssell's Resubdivision of Lots One (1) to Twenty (20), both inclusive, of the Result  
of Lots Twenty-Five (25) to Forty Eight (48), both inclusive, in Block Five (5) of My  
Subdivision of the East Three Quarters (3/4) of the Northeast Quarter (4) of the Northern  
Quarter (4) of Section 14, Township 38 North, Range 13, East of the Third Principal Meri-

DEPT. OF RECORD T 923.00  
T07777 TRAM 5448 08/19/93 14123100  
48729 93-659439  
COOK COUNTY RECORDER

93659439

19-14-211-003

Subject to the Estates, Easements, Incumbrances and Charges noted,  
the following memorials page of this Certificate.

Witness My hand and Official Seal

*2300*

this ELEVENTH (11TH) day of JANUARY 1993  
1-11-93 LAG

*Carol Moseley Braun*  
Registrar of Titles

44001657

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## OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

DOCUMENT NO.	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR · MONTH · DAY · HOUR	SIGNATURE OF REGISTRAR
35158-89	General Taxes for the year 1988. <del>Added to</del> General Taxes levied in the year 1989. Building line 15 feet East of the East Line of Street as shown on Plat Document Number 63612. (Affects Lots 38 to 44 inclusive, in Westall's Resubdivision aforesaid, and other property).			<i>[Signature]</i>
In Duplicate	Mortgage from Eloy G. Sanchez and Martha E. Gonzalez, to Danden Savings and Loan Association, a corporation, to secure note in the sum of \$37,900.00, payable as therein stated. For particulars see Document. (Affidavit attached)	Nov. 23, 1988	Dec. 11, 1988 12:39 PM	<i>[Signature]</i>
3760263 In Duplicate	Assignment of Rents from Eloy G. Sanchez and Martha E. Gonzalez, to Danden Savings And Loan Association. For particulars see Document.	Nov. 23, 1988	Dec. 14, 1988 12:39 PM	<i>[Signature]</i>
3760264	Mortgage's Duplicate Certificate 750762 issued 1-11-89 on Mortgage 3760263.			<i>[Signature]</i>

Property of Cook County Clerk's Office

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**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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date 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.

SECRET  
JMU

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BANC ONE MORTGAGE CORPORATION

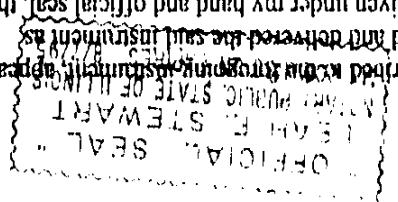
This instrument was prepared by: MICHAEL J. CONNOLLY

My Commission Expires:

Notary Public

day of \_\_\_\_\_ 19\_\_\_\_  
free and voluntary act, for the uses and purposes therein set forth.  
personally known to me to be the same person(s) whose name(s)

Given under my hand and official seal, this  
signed and delivered the said instrument as  
subscribed herein and personally appeared before me this day in person, and acknowledged that



STATE OF ILLINOIS, County of Cook  
a Notary Public in and for said county and state do hereby certify that

Borrower (Seal) \_\_\_\_\_  
Borrower (Seal) \_\_\_\_\_  
Borrower (Seal) \_\_\_\_\_

Witnesses:  
STEVEN E. WAICHLER  
Borrower (Seal) \_\_\_\_\_

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.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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).)

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **8th** day of **August**, **1993**, 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

**ANCHOR MORTGAGE CORPORATION**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

**3737 N. SEELEY, CHICAGO, ILLINOIS 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 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 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 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 5.

**E. "BORROWER'S RIGHT TO REINSTATE" 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 remaining 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 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.

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\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 Nancy E. Maichler

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 RICHARD A. WAICHLER

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 STEVEN E. WAICHLER

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

remedies permitted by the Security Instrument which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the

**1. CROSS-DEFAULT PROVISION**  
 Borrower's default or breach under any note or agreement in the Property shall terminate when all the sums secured by the Security Instrument are paid in full. shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents of Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has Property and of collecting the Rents and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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 and funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. manage the Property and collect the Rents and profits derived from the Property without any showing as to the Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those premiums, taxes assessments and other charges on the Property, and then to the sums secured by the Security limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as assignment for additional security only.

**H. 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 (iii) 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

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