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93831403

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on . . . September, 25 . . .
19, 93 . . . The mortgagor is . Pedro Garcia, the spouse of Salma Garcia and Salma Garcia, the . . .
. spouse of . Pedro Garcia . . .
("Borrower"). This Security Instrument is given to Central Federal Savings and Loan Association, which is organized and
existing under the laws of the United States of America, whose address is 5953 Cermak Road, Cicero, Illinois (Lender").
Borrower owes Lender the principal sum of . Seventy One Thousand Three Hundred and .00/100----.
. Dollars (U.S. \$71,300.00 . . .). 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 . . . November, 1, 2008 . . . 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 . . . Cook . . . County, Illinois:

Lot 61 in Second Addition to Parkholme, a Subdivision of the West Part of Block 15 in
Grant Land Association's Resubdivision in Section 21, Township 39 North, Range 13,
East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No.: 16-21-416-024-000

DEPT-01 RECORDINGS \$31.50
T#9999 TRAN 1249 10/15/93 16:15:00
#2971 # 93-831403
COOK COUNTY RECORDER

which has the address of . . . 1914 S. 51st Ct. Cicero . . .
[Street] [City]

Illinois 60650 ("Property Address");
[Zip Code]

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 Instru-
ment. 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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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 type="checkbox"/> Assignment of Rents 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"/> 1-4 Family 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 and recorded with it.

Pedro Garcia (Seal)
PEDRO GARCIA
—Borrower

Salma Garcia (Seal)
SALMA GARCIA
—Borrower

SOCIAL SECURITY NUMBER
..... (Seal)
—Borrower

SOCIAL SECURITY NUMBER
..... (Seal)
—Borrower

SOCIAL SECURITY NUMBER
Witness: *Blanche Blazquez*
STATE OF ILLINOIS
COUNTY OF COOK } SS.

SOCIAL SECURITY NUMBER
Witness: *Fr. L. J. Jr.*

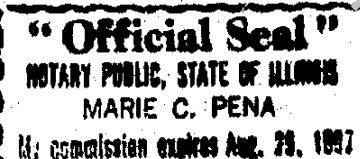
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Pedro Garcia, the spouse of Salma Garcia, and Salma Garcia, the spouse of Pedro Garcia, personally known to me to be the same person(s) whose name(s) are, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 25th day of September, 1993.

This document prepared by: Martha Hoyorka, Attorney at Law /mp
Central Federal Savings and Loan Association
5953 W. Cermak Rd., Cicero, IL 60650

My commission Expires: 8/29/97
Return to Recorder's Box No.
or Return To: 5953 W. Cermak Rd.
Cicero, IL 60650

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MAIL



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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 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 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.

13. 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.

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

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23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower, Borrower shall pay any recording costs.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without limitation of time.

This Paragraph 22, including, but not limited to, reasonable attorney fees and costs of title evidence,

by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in

of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument

is not cured or before the date specified in the notice, Lender at his option may require immediate payment in full

ceasing the non-existent or default or any other defense of Borrower to acceleration and foreclosure. If the default

shall further impair Borrower's rights to remit after acceleration and the right to assert in the Property. The notice

of the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property, which notice

be cured; and (d) that failure to cure the default on or before the date specified in the notice must

default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must

breach of any covenant or agreement prior to acceleration following Borrower's

21. **Acceleration;** Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

that relating to health, safety or environmental protection.

used in this Paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located

pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As

by Environmental Law and the following substances: Gasoline, kerosene, oil, flammable or toxic petroleum products, toxic

As used in this Paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary,

Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or

any governmental or regulatory agency or party involved in the Property and any Hazardous Substance

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the Property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate

the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence

of any Hazardous Substances on or in the Property, Borrower shall cause to do, nor allow anyone else to do, anything affecting

of any Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

Service, Borrower will be given, written notice of the change in accordance with Paragraph 14 above and applicable law.

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

(known as the "Loan Servicer, etc.) that collects monthly payments due under the Note and this Security Instrument.

Instrument may be sold due to more times without prior notice to Borrower. A sale may result in a change in the entity

Instrument or a partial interest in the Note (together with this Security

19. **Sale of Note;** Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

right to rescind shall not apply in the case of acceleration under Paragraph 17.

Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this

the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security In-

strument to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay

Instrument, including, but not limited to, reasonable attorney fees, and (d) makes such action as Lender may reasonably

ocurred; (b) cures any default of any other covenant or agreements; (c) pays all expenses incurred in enforcing this Security

(a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had

Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

enforcement of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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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 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, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless: Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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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 requiring

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 interfere directly with Lender's rights in the Property, Lender may take action to protect his or her interest in the Property to make repairs. Additionally, Lender may take action under paragraph 7, Lender does not have to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's, Lender's, Loan Application; Leaseholds, Borrower shall occupy, establish, maintain 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 consents. Borrower shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control. Borrower shall not be destroyed, damaged or impaired the Property to deteriorate, or commit waste on the Property. Borrower shall be liable for all losses resulting from the damage or destruction of the Property, except, if the damage or destruction is caused by acts of God, war, riot, civil commotion, strikes, labor disputes, or other causes which are beyond the control of the Borrower.

Unilever Leander and Borrower shall be entitled to reimbursement of repair costs of the Property damaged, if the restoration or repair is economically feasible and Leander's security is lessened. If the restoration or repair is not economically feasible or Leander's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not due. If the repair is not necessary or the repair is not economically feasible or Leander's security is not lessened, the insurance proceeds shall be applied to pay sums secured by this Security Instrument, whether or not due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals, if Lender requires, until prompt payment of loans if not made promptly by Borrower.