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DEPT-01 RECORDING \$27.50
T60012 TRAN 1047 05/12/94 15107100
\$8906 \$ SK #94-429327
COOK COUNTY RECORDER

GT-15-14-050 (8/90)

This instrument was prepared by:

(Name)

(Address)

MORTGAGE

THIS MORTGAGE is made this 4th day of APRIL, 1994, between the Mortgagor, RUBEN RODRIGUEZ and EVELYN RODRIGUEZ, JOINT TENANTS (herein "Borrower"), and the Mortgagee, SIDE-ALL AMERICA, INC., a Corporation organized and existing under the laws of Illinois, whose address is 5359 W. IRVING PARK ROAD, CHICAGO, IL 60641 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 8250.00, which indebtedness is evidenced by Borrower's note dated 4-4-94, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on Approximately 120 months from disbursement date.

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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:
LOT 30 IN BLOCK 8 IN S. E. GROSS UNTER DEN LINDEN ADDITION TO CHICAGO,
A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.
PIN #13-24-319-015

94429327

275cm

which has the address of 3217 N. Albany, Chicago,
[Street] [City]
Illinois.....60618.....(herein "Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS



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Prepared by and Return to
GRIFFIN TITLE FINANCIAL CORP.

345 3rd, Peoria, IL 61603
Home Improvement, Personal Finance

9429327

(Space Below This Line Reserved for Lender and Recorder)

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/12/95
EMILY STOPKA
OFFICIAL SEAL

Notary Public

My Commission expires:

Given under my hand and official seal, this day of December, 1994

....., for the uses and purposes herein set forth,
....., before me this day in person, and acknowledge that they signed and delivered the said instrument as
personally known to me to be the same person(s) whose name(s)
....., subscribed to the foregoing instrument,

I, C. J. BORROWER, Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, County of Cook

County seal

—BORROWER—
C. J. BORROWER
Name Rodriguez
—BORROWER—
Signature

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has
default under the superior encumbrance and of any sale or other foreclosure action,
priority over this Mortgage to give Notice to Lender at Lender's address set forth on page one of this Mortgage, or any

REQUEST FOR NOTICE OF DEFALUT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

20. Renter, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without
account only for those rents actually received.
charge to Borrower. Borrower shall pay all costs of recording, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension or the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 delivering it or 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 to Lender's 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 or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 nonexistence 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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9. **Condemnation:** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or taking of the Property, or thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, unless otherwise agreed in writing or other security agreement.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

Noticing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

² See also the discussion of the relationship between planned unit development and constituent documents.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Bor-

Notice is hereby given that the undersigned, as Lender's option either to restore, or to depart of the property of to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Letter within 30 days from the date proof of loss is received by Borrower, or if the insurance carrier offers to settle a claim for more than 60 days under its policy as provided by law, Lender is entitled to settle the insurance carrier's offer to settle a claim for more than 60 days under its policy as provided by law.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make or offer security agreement with a lender which has priority over this Mortgagor.

The insurance carrier providing the insurance shall be chosen by the owner and subject to approval by the Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgagee deed of trust.

insured against loss by fire, hazards included within the term "standard coverage", and such other hazards as lender may require and in such amounts and for such periods as lender may require.

Mortgagee, and lessee shall payments of ground rents, if any
5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement, including Borrower's obligation to pay taxes, assessments and other charges, fines and impoundments allocable to the Property which may accrue over this

Note and paragraphs 1 and 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender, if under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender, held by Lender at the time of application for a credit against the sums secured by this Mortgage.

Funds are paid as additional security for the sums secured by the Mortgage.

may agree in writing at the time of execution of this Mortgage that interest on the funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay interest or earnings 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

II Borrower pays funds to Lender, the funds shall be held in an institution the depositors of which are insured or guaranteed by a state agency including Lender if such an institution the depositors of which are and applying the funds, insurance premiums and ground rents, Lender may not charge for so holding the funds to pay said taxes, assessments, insurance premiums and ground rents, Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents, Lender and Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the funds, insurance premiums and ground rents, Lender may not charge for so holding the funds to pay said taxes, assessments, insurance premiums and ground rents, Lender and Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Borrower and Lender

such payments of funds is to lend or to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust such holder is an institutional lender.

premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

To lend on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly

Indebtedness evidenced by the Note and late charges as provided in the Note.

CONFORM COVARIANTS *Permit and Interrelate*. Borrower shall promptly pay when due the principal and interest