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DEPT-01 RECORDING

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10052 *-94-458215
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 12, 1994. The mortgagor is SALVADOR LEON, JR., MARIA A. LEON, his wife and FRANCISCO J. JARAMILLO, a bachelor, ("Borrower"). This Security Instrument is given to FAIRFIELD SAVINGS BANK, F.S.B., which is organized and existing under the laws of United States of America, and whose address is 1180 RFD, Long Grove, Illinois 60047, ("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty-Eight Thousand Two Hundred Fifty Dollars and no/100. Dollars (U.S. \$ 128,250.00). 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 June 1, 2024. 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 twenty-two (22) (except the North seven (7) feet thereof) and the North fourteen (14) feet of Lot twenty-three (23) in block four (4) in Garfield, being a Subdivision of part of the Southeast quarter (1/4) of Section thirty-four (34), Township forty (40) North, Range thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

P.L.13-34-402-031

94158215

which has the address of 1914 N. KEELER AVE. CHICAGO
(Street) (City)

Illinois 60639 (Property Address);
(Zip Code)

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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 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 covering real property.

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

Form 3014 000 (page 1 of 6 pages)

MIGR TITLE INSURANCE
BOX 151991 S.A.F. Systems & Forms, Inc.
Chicago, IL • 1-800-323-3000

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Form 3014 9/90 (Part 6 of 6 pages)

Long Grove, IL 60047-7304
1190 RFD

WITNESSES TO THIS SECURITY INSTRUMENT 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.

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.

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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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, 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 agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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 requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

17. Lender's interest or a limited interest in borrower. It shall be the intent of the parties that any interest of the property or a limited interest in borrower shall be sold or transferred and borrowed is not intended to be an interest in the property or a limited interest in borrower.

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 purports to be contrary to applicable law, such contrary shall not affect other provisions of this Security Instrument or the Note and the provision(s) so held to be contrary shall be severed without the conflicting provision. To this end the provisions of this Security Instrument and the Note shall be given effect as far as possible without the conflicting provision.

11. Notices. Any notice to be given or delivered to the Seller shall be given by deliverying it or by mailing it to the address indicated below or by fax to the number indicated below. Any notice to be given or delivered to the Buyer shall be given by deliverying it or by mailing it to the address indicated below or by fax to the number indicated below.

13. **I loan eChargers.** If the loan is repaid by this Security interest is subject to a law which sets maximum loan charges, and that law is found to limit the interest or other loan charges as collected or to be collected in connection with the loan or with the payment of the principal, the lender will be entitled to a partial prepayment without being liable to the borrower for damages because of noncompliance with such law.

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 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall and agrees to be bound by the successions and assignments of Lender and Borrower, subject to the provisions of paragraph 12. Borrower's heirs, executors, administrators and personal representatives shall be bound by the terms of this Security Instrument under the laws of the state where he or she resided at the time of his or her death, and any other Borrower may agree to extend, modify, shorten or renew this Security Instrument, and to agree to any other Borrower may agree to pay the sum so agreed by such Borrower under the terms of this Security Instrument, (b) is not personally obligated to pay the sum so agreed by such Borrower under the terms of this Security Instrument, (c) is not personally liable for the debt of another and does not exceed the Note, (d) is not signing this Security Instrument only to negotiate, grant and convey the instrument but does not exceed the Note.

If these [] funds [] end, and [] Borrower [] otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of a monthly payment referred to in paragraphs 1 and 2 or change the amount of such payments. 11. Borrower Not Relieved From Responsibility by Lender Not A Witness. Extension of the time for payment or modification of amounts secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release any successors in interest of the original Borrower or Lender from liability for payment of principal or interest or any other sum secured by this Security Instrument.

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, by this Security instrument immediately before the taking is equal to or greater than the amount of the following fraction:
Fair market value of the Property immediately before the taking divided by (a) the total 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 a partial taking of the Property 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.
In the event of a partial taking of the Property, 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 then due, to the sum of the amounts secured by this Security instrument, whether or not then due, by this Security instrument, whether or not then due, to the extent of the proceeds, at its option, either to restoration or repair of the Property or make an award of costs and attorney fees 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 make an award of costs and attorney fees for damages, or if, after notice by Lender to Borrower that the condominium offers to abandon the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to abandon the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to abandon the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to abandon the property is abandoned by Borrower.

10.2. **Condemnation.** The proceeds of any award of damages, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to [entity].

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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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²² Warmer of Homesteads. However makes all right of homestead exemption in the Progess

Institution without charge or burower. Borrower shall pay all recordation costs.

This paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the defender, this paragraph 22. Because, upon payment of all sums required by this, Security Instrument, Lender shall release this Security

21. **Accession:** 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 defaults; (b) the action required to cure the
defaults (or a date, not less than 30 days from the date the notice is given to Borrower, by which the default must
be cured); and (c) the 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 and the right to accelerate (the "acceleration date"). The notice
shall further inform Borrower of the right to refuse acceleration and the right to assess in the foreclosed property
any deficiency judgment resulting from acceleration, foreclosure or sale of the property. The notice
shall further advise Borrower of the option to refinance after acceleration and the right to assess in the foreclosed property
any deficiency judgment resulting from acceleration, foreclosure or sale of the property. If the deficiency pro-
ceedings are stayed or delayed or any other defense of Borrower to acceleration and foreclosure pro-
ceedings is asserted by Borrower, Lender shall file a motion to dismiss the action or defense in the court where pro-
ceedings are stayed or delayed or any other defense of Borrower to acceleration and foreclosure pro-
ceedings is asserted by Borrower.

NON-STRUCTURAL CONVENTIONS: Borrower and Lender governed by and agree to as follows:

As used in this paragraph (b), "Hazardous substances" are those substances determined as toxic or hazardous substances by the Environmental Protection Agency and the following substances: gasoline, kerosene, oil, illuminable or toxic petroleum products, toxic paint strippers and thinners, volatile solvents, materials containing asbestos or lead-based paint, and radioactive materials.

Broker or shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by
any Person against the Borrower or any of its Subsidiaries.

26. **Hazardous Substances.** (or owner shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Project.) Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Project, except in accordance with the Environmental Law. The preceding two sentences shall not apply to the presence, use, or release of substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

19. **Slide of note:** Change of **loan servicer**. The Note of 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 that acts as the loan servicer. This offers 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.

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have commencement of this Security Instrument disclaimed in any time prior to the earlier of (a) 5 days after the period applicable for remodelling before sale of the Property pursuant to any power of sale contained in this security instrument, or (b) entry of a judgment terminating this Security instrument. Those conditions are that Borrower has made a reasonable effort to remodell the property before sale of the Property pursuant to any power of sale contained in this security instrument, and that the cost of such remodel does not exceed the amount of the deficiency.

securities 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. Lender may exercise this option at any time during the term of this Note.

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ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 12th day of May, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Boundary Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FAIRFIELD SAVINGS BANK, F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1014 N. KEELER AVE., CHICAGO, IL 60639

(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. 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.

B. 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.

C. 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.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand and to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

Salvador Leon Jr. (Seal)
SALVADOR LEON, JR.

Maria A. Leon (Seal)
MARIA A. LEON
(OVER)

UNOFFICIAL COPY

Francisco J. Ramirez
FRANCISCO J. RAMIREZ

Property of Cook County Clerk's Office