

# UNOFFICIAL COPY

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BOX 392

RECORD AND RETURN TO:  
SUBURBAN FEDERAL SAVINGS,  
A FEDERAL SAVINGS BANK  
154TH., AT BROADWAY  
HARVEY, IL., 60426

94086300

[Space Above This Line For Recording Data]

## MORTGAGE

SEPTEMBER 16

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 16,  
1993. The mortgagor is MIGUEL ESPINOZA AND MAGDALENA ESPINOZA, HUSBAND AND WIFE.  
The mortgagee is SUBURBAN FEDERAL SAVINGS, A FEDERAL SAVINGS BANK ("Borrower"). This Security Instrument is given to the United States of America, which is organized and existing under the laws of the United States of America, and whose address is 154th Street at Broadway - P.O. Box 1070 - Harvey, Illinois 60426-7010, and whose address is (Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100 Dollars (U.S. \$ 60,000.00). 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 OCTOBER 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:

SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT "A".

PIN: 29-21-119-024-0000  
29-21-119-034

DEPT-01 RECORDING \$33.00  
T20000 TRAH 6305 01/26/94 15:26:00  
4275A # \*-94-086300  
COOK COUNTY RECORDER

94086300

which has the address of 394 E. 160TH., PLACE, HARVEY, [Street] [City],  
Illinois 60426 ("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 Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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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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 will be maintained in full force and effect during 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 unreasonable 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument and as Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contributes 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 to pay all amounts due under this instrument in full within 10 days of the giving of notice.

**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.

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 Propery, Lender, prior to the acquisition of title 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.

If the Funds held by Leender exceed the amounts permitted to be held by applicable law, Leender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leender exceeds the amount necessary to pay the Escrow items within due time, Leender may so notify Borrower in writing, and, in such case no more than twelve monthly payments, at Leender's sole discretion.

The Funds shall be held in an institution whose terms of outline wise in accordance with applicable law; readsummarize expenses of expenditures, or entities of such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Liens, including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Liens, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Liens, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser used by Lender in connection with this loan, unless applicable law permits Lender to be paid interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an account 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.

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. The principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, the 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 to a lender for a federally related mortgage loan may require for Borrower's escrow account under the general 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 another set of funds due on the basis of current data with respect to the same period.

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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"/> 1-4 Family 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"/> Rate Improvement 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 by Borrower and recorded with it.

Witnesses:

Laurie M. Ach

*Miguel Espinoza*  
MIGUEL ESPINOZA(Seal)  
—Borrower*Magdalena Espinoza*  
MAGDALENA ESPINOZA(Seal)  
—Borrower

(Space Below This Line For Acknowledgment)

STATE OF ..... ILLINOIS  
COUNTY OF ..... COOK } SS:

I, . . . THE UNDERSIGNED . . . . ., a Notary Public in and for said county and state, do hereby certify that . . . . . MIGUEL ESPINOZA AND MAGDALENA ESPINOZA . . . . . personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be . . . . . THEIR . . . . . free and voluntary act (his, her, their)  
and deed and that . . . . . THEY . . . . . executed said instrument for the purposes and uses therein set forth.  
(he, she, they)

Witness my hand and official seal this . . . . . 16TH . . . . . day of . . . . . SEPTEMBER . . . . ., 19 . . . . .

My Commission Expires 3/2/96

*Laurie M. Ach*  
Notary Public

(SEAL)

"OFFICIAL SEAL"

Laurie M. Ach

Notary Public State of Illinois  
My Commission Expires March 12, 1996

VIRGINIA EHRICH, 154TH, AT BROADWAY  
HARVEY, IL., 60426

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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 subsequently 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 subsequently established by Lender that the average insurance coverage is not available, Borrower shall pay to Lender the sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage was first established, plus interest thereon at the rate of six percent per annum, until such time as a new insurance company is found to provide coverage which is acceptable to Lender.

**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 receivership, probate, for condemnation or foreclosure of to enforce laws of regularization), 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 all Security Instruments, appraisals in court, paying reasonable attorney fees and entering on the Property to make repairs. Lender may take action under this paragraph 7, Lender does not have to do so.

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 paragraph 1 and 2 or change the amount of the payments if under paragraph 2 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 accrued by this Security instrument in accordance with the acquisition.

All insurance policies and renewals shall be receivable 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.

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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 Relastate.** 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.

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16. Borrower's Copy. Borrower shall be given one conditioned 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note contradicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. The Note may be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are intended to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or mailing it by First class mail unless otherwise required by law or if another method is used, by giving it to the Borrower at his address set forth above or to his agent at his office or place of business or to his attorney if he has one. Any notice given to Borrower or Lender under this instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and if a law is finally adopted so that the interest or other loan charges shall be 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 under this Note or by making a refund to Borrower. Lender may choose to make this refund by reducing the principal owed under this 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 charge under the Note.

12. Successors and Assignees 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 7. 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 message, print and convey that instrument under the terms of this Security instrument; and (b) is not personally obligated to pay the Borrower's interest in the Property under the terms of this Security instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, sume secured by this Security instrument; and (d) agrees that Lender and any other Borrower may agree to pay the Borrower or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

Chances Lender and Borrower agree in writing, any application of proceeds to principal shall not exceed 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 Responsible For Damage by Lender Not A Lawyer. Extension of the time for payment or amortization of the sum 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 release the liability of the original Borrower or Borrower's successors in interest to any successor in interest of the sum 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.

12. Borrower's Successors In Interest. Any holder in due course of this instrument or otherwise agrees to be bound by the terms of this instrument.

9. **Inspection.** Landlord or its agent may make reasonable entries upon and inspections of the Property, under notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned to the lessee in connection with any condemnation or other taking of any part of the Property, or 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.

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## LEGAL DESCRIPTION, EXHIBIT "A"

PARCEL A: LOT 22 IN TATJE'S SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE EAST 200 FEET OF THE WEST 420 FEET OF THE SOUTH 200 FEET OF THE NORTH 250 FEET AND EXCEPT THE NORTH 50 FEET THEREOF) OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL B: THAT PART OF THE AREA DEDICATED FOR PLAYGROUND, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF ~~LOTS~~ 22 AND 23 LYING EAST OF THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 23 AND WEST OF THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 22, ALL IN TATJE'S SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE EAST 200 FEET OF THE WEST 420 FEET OF THE SOUTH 200 FEET OF THE NORTH 250 FEET AND EXCEPT THE NORTH 50 FEET THEREOF) OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 29-21-119-024-0000

29-21-119-034

ADDRESS OF PROPERTY: 394 E. 160TH., PLACE  
HARVEY, IL., 60426

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Property of Cook County Clerk's Office