

# UNOFFICIAL COPY

RETURN TO:  
BANK UNITED OF TEXAS FSB  
DBA COMMONWEALTH UNITED MTG  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173

LFMIL  
003597408

CHICAGO, ILLINOIS 60602

174686

91174686

[Space Above This Line For Recording Data]

State of Illinois

## MORTGAGE

FHA Case No.  
13117490070  
703

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 17, 1994**. The Mortgagor is **JOSE S. GOMEZ AND MARIA E. GOMEZ, HIS WIFE**

J. HSG

DEPT-01 RECORDING \$31.00  
TE0000 TRAN 6648 02/23/94 11:31:00  
#0453 \*--94-174686  
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to **BANK UNITED OF TEXAS FSB**

which is organized and existing under the laws of **THE UNITED STATES**, and whose address is **3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**

("Lender"). Borrower owes Lender the principal sum of **NINETY THOUSAND FIVE HUNDRED THIRTY SEVEN AND 00/100**

Dollars (U.S.\$ **\*\*\*90,537.00**). 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 **MARCH 01, 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; (b) the payment of all other sums, with interest, advanced under paragraph 6 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:

**LOTS 37 AND 38 IN RAND'S SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCK 34 (EXCEPT 1 ACRE IN THE SOUTHWEST CORNER) OF STONE AND WHITNEY'S SUBDIVISION OF PARTS OF SECTIONS 6 AND 7, IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.I.N. 20-07-120-035  
20-07-120-036

which has the address of **2220-22 WEST 50TH PLACE, CHICAGO**  
Illinois **60609** [Zip Code] ("Property Address");

[Street, City],

FHA Illinois Mortgage - 4/92

VMP MORTGAGE FORMS \* (313)293-8100 \* (800)827-7281

Page 1 of 8

Initials: **JSG**  
**HSG**

3100



91174686

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003597408

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, lights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

APRIL 1978

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of

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the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

## 9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and its obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of 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 successor 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.

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**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 9.b. 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. 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 address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower at Lender when given as provided in this paragraph.

**14. 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.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

**16. 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: (a) 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; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand 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 16.

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.

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

**17. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**18. 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.

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

Property of Cook County Clerk's Office

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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))

- Condominium Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

[Signature] (Seal) - Borrower

JOSE S. GOMEZ (Seal) - Borrower

[Signature] (Seal) - Borrower

MARIA E. GOMEZ (Seal) - Borrower

J. HSG (Seal) - Borrower

STATE OF ILLINOIS,

003597408

I, [Signature], a Notary Public in and for said county and state do hereby certify that JOSE S. GOMEZ AND MARIA E. GOMEZ J. HSG

Cook County ss:

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

17 day of February 1994.

My Commission Expires: 12/21/94

Notary Public

This Instrument was prepared by: **MICHAEL BORTA**

4-4R(1L) (9212)

Page 8 of 8



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WARRANTY DEED IN TRUST 94174657

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, HARRY E. KIKOS AND VANA KIKOS, HIS WIFE AND DEMETRIOS SPYRAKOS AND HARRIET SPYRAKOS, HIS WIFE

of the County of Cook and State of Illinois for and in consideration of Ten and no/100----- (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and WARRANT unto the FIRST NATIONAL BANK OF MORTON GROVE, a national banking association, whose address is 6201 Dempster Street, Morton Grove, Illinois 60053, as Trustee under the provisions of a trust agreement dated the 1st day of February 1994, known as Trust Number 94-106 the following described real estate in the County of Cook and State of Illinois, to wit:

LOTS 1 AND 2 IN BLOCK 22 IN THE BRONX, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 10-16-427-011 & 10-16-427-010

SUBJECT TO: GENERAL TAXES FOR 1993 AND SUBSEQUENT YEARS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

I full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to said property, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend upon any terms and for any period or periods of time, to amend, change or modify leases and the terms and provisions thereof at any or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or a part thereof in all other ways and for such other consideration as it would be lawful for any person owning the same to deal with the same whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged in respect to the application of any purchase money, rent, or borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument. (b) that at the time of the delivery of the trust created by this indenture and by said trust agreement was in full force and effect, (c) that such conveyance or other instrument executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendments thereof and binding upon all beneficiaries thereunder, (d) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (e) if the conveyance is made to a successor or successors in trust, such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under or through any of them shall be only in the earnings and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor S hereby expressly waive and release any and all right or benefit under and by virtue of any and statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or other process.

In Witness Whereof, the grantor S aforesaid have hereunto set their hands and seals this 15th day of February 1994.

X Harry E. Kikos (Seal) X Demetrios Spyrakos (Seal)  
 X Vana Kikos (Seal) X Harriet Spyrakos (Seal)

State of ILLINOIS )  
 County of COOK ) SS. I, FRANK R. WIEMERSLAGE a Notary Public in and for said County, in the state aforesaid, do hereby certify that HARRY E. KIKOS AND VANA KIKOS, HIS WIFE, AND DEMETRIOS SPYRAKOS AND HARRIET SPYRAKOS, HIS WIFE

personally known to me to be the same persons whose names 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.

OFFICIAL SEAL  
 FRANK R. WIEMERSLAGE  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXP: 7/27/94

X Frank R. Wiemerslage (Notary Public)

After recording, mail to  
 FIRST NATIONAL BANK OF MORTON GROVE  
 6201 Dempster Street  
 Morton Grove, Illinois 60053

8852 Bronx  
 Skokie, IL 60076

For information only insert street address of above described property.



94174657

VILLAGE OF SKOKIE, ILLINOIS  
 Economic Development Tax  
 Skokie Code Chapter 10  
 Amount \$879 PAID: Skokie  
 Office

Document Number

17/FEB/94

2350

51394567

INTERCOUNTY TITLE 1500 WEST SHIRE DRIVE, ARLINGTON HES., IL 60004

6201 Dempster Street  
 Morton Grove, Illinois 60053



# UNOFFICIAL COPY

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DEPT-01 RECORDING \$23.50  
T0000 TRAN 6648 02/23/94 11131:00  
#0454 # \*-94-174687  
COOK COUNTY RECORDS

Property of Cook County Clerk's Office

199303

REAL ESTATE TRANSACTION TAX  
REVENUE STAMP  
14650  
900093

34174687

63



UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
B. ANDERSON  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015

94174688

ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS.

CHICAGO, ILLINOIS 60612

Mortgage and Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1661982-7

Mortgage, made this 17th day of FEBRUARY, 1994, between  
FIRST NATIONAL BANK OF MORTON GROVE, NOT PERSONALLY, BUT AS TRUSTEE  
UNDER A CERTAIN TRUST AGREEMENT DATED FEBRUARY 1, 1994, AND KNOWN AS TRUST NO. 94-106

in called BORROWER, whose address is 8852 WEST DEMPSTER STREET  
6015 (number and street)

MORTON GROVE  
(city)

J.R. JG IL  
(State)

60053  
(zip code)

and

HOME SAVINGS OF AMERICA, FSB, a corporation herein called LENDER, whose address is 4900 Rivergrade Road, Irwindale,  
California 91706.

WESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as

LOTS 1 AND 2 IN BLOCK 22 IN THE BRONX BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST  
1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 8852 NORTH BRONX AVENUE, SKOKIE, IL. 60077

PTN: 10-16-427-010, 10-16-427-011

DEPT-01 RECORDING \$29.00  
740000 TRAN 6648 02/23/94 11:31:00  
10455 \$ \* - 94 - 174688  
COOK COUNTY RECORDER

94174688

94174688

with all interest which Borrower now has or may hereafter acquire in or to said property and in and to: (a) all easements and rights  
appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon,  
including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or  
air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal  
services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor  
covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively  
to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not  
tenant). Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm  
of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as  
property."

Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property  
by this Mortgage.

THE PURPOSE OF SECURING:

Payment of the sum of \$ 219,700.00 with interest thereon, according to the terms of a promissory  
made by Borrower,  
even date herewith and having a final maturity date of FEBRUARY 20, 2034

to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out, or  
by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extensions or  
thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in  
executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for  
purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building loan  
ment or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of  
the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all  
instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with  
and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining  
property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any  
to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90  
after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness  
of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired  
title or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execu-  
this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in  
of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth,  
ment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured

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TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:

(1) Construction or Improvements. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender; within fifteen (15) days after written notice from Lender of such fact which notice may be given to Borrower by certified mail, sent to his last known address, or by personal service of the same; and (e) to perform all other obligations of Borrower under any building loan agreement relating to such property.

(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, but not limited to, damage from termites and earth movement; to pay when due all claims for labor performed and material furnished in connection with such property and not to permit any mechanic's lien against such property, to comply with all law affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of such insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event any such insurance premiums therefor, at least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such existing insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company and without liability and pay the premium therefor. Lender shall not be chargeable with obtaining such insurance or for the collection of any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy delivered to Lender pursuant hereto, and agree that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property.

(4) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby.

(5) Taxes and Charges. To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special taxes affecting such property; (b) when due, all special assessments for public improvements; (c) on demand of Lender in no event later than the date such amounts become due; (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior hereto; (2) all costs, fees and expenses of this Mortgage whether or not described herein; (3) fees or charges for any statement, recording the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law herefor; at the time when such request is made; (4) in such other charges as the Lender may deem reasonable for services rendered by Lender and furnished in a request of Borrower or his successors in interest under the terms of the instrument or a leasehold estate; all payments and obligations hereunder, including interest, on the part of Borrower or his successors in interest or a request of Borrower or his successors in interest to Borrower; (5) if such property includes a leasehold estate, all payments and obligations hereunder, including interest, on the part of the owner of such property under any declaration of covenants or conditions or restrictions, pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without consulting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon receipt by Borrower or notice of any happening in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower or may be entitled.

(6) In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and the collector of the taxes shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days written notice to be given to Borrower by Lender, provided, however, that such election shall be ineffective if Borrower is permitted to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when he is levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(7) Impoundment. To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the such obligations of Borrower or pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon this demand, such additional sums as may be necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations with other monies of Lender or payable, in the event of a default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph and any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(8) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use of or injury to such property, for injury or damage to such property or in connection with the transaction insured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore, replete, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any action pursuant to such notice.

(9) Litispendens. Borrower shall defend this trust in any action or proceeding brought to effect such property whether or not it affects the lien hereof, and shall file and prosecute all necessary claims and actions to prevent or recover for or to protect or defend and any damage to or destruction of such property, and Lender is hereby authorized, without obligation so to do, to prosecute or defend and any such action, whether brought by or against Borrower or Lender, or with or without suit, to exercise any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding, and Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as either may be deemed necessary or advisable, and may settle, compromise or pay the same or any other claims and, in so doing, may expend and advance such sums of money as either may deem necessary, including costs of evidence or filing, in any such action or proceeding in which Lender may appear by virtue of being made a party defendant or otherwise, and irrevocable or whether the interest of Lender in such property or the respective rights of powers hereunder may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

(10) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument or instrument creating such leasehold. Borrower also agrees not to amend, change, or modify the leasehold interest, or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being first obtained.