

UNOFFICIAL COPY

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AFTER RECORDING MAIL TO:

HOME FINANCIAL BANCROUP
6240 W. BELMONT AVE.
CHICAGO, IL 60634

9-178046

BOX 392

LOAN NO.

94178046

DEPT~01 RECORDING \$31.00
T60000 TRAN 6664 02/24/94 12:22:00
41073 4-124-178046
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 15, 1994. The mortgagor is
CECILIA BONET, DIVORCED NOT REMARRIED and ROBERT B. RUIZ, A MARRIED MAN

("Borrower").

This Security Instrument is given to HOME FINANCIAL BANCROUP,
INCORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is
6240 W. BELMONT AVE., CHICAGO, IL 60634 ("Lender").
Borrower owes Lender the principal sum of Sixty One Thousand Seven Hundred Fifty Dollars and no/100
Dollars (U.S. \$ 61,750.00). 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 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 30 AND THE NORTH 5 FEET OF LOT 29 IN BLOCK 7 IN RACE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-23-213-039

94178046

which has the address of

3814 N CHRISTIANA AVE
(Street)

CHICAGO

Illinois 60618
(Zip Code)

("Property Address");

(City)

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.



3180

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) consents in writing to the assignment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an instrument satisfactory to Lender superceding the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may alienate priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or more of the actions set forth above within 10 days of the giving of notice. Lender superceding the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. 3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards mentioned within "extended coverage" and any other hazards.

3. Application of Bylaws. 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 paragraphs 1 and 2; third, to interest; to any principal due; and last, to any late charge as due under the Note.

4. Changes; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue priorly over this Security instrument, and releasehold payments, 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 the date 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 furnish to Lender records evidencing the payment made.

Funds are pledged as additional security for all sums advanced by this Security Instrument.
If the Funds held by Leander exceeded the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leander at any time is not sufficient to pay the Escrow item when due, Leander may so notify Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months from the date of payment.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) early taxes and assessments which may affect certain property as a lien on the Property; (b) early lesatrial payments of ground rents on the Property, if any; (c) early hazard or property insurance premiums; (d) early flood insurance premiums, if any; (e) early 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 set forth below for Borrower's escrow account under the Federal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 3601 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, less than 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.

1. Payment of Principal and Interest; Preparation and Late Charges due under the Note.

UNIFORM COVENANTS, BARTHOLOMEW AND LEMIGER GOVERNMENT AND LEGISLATION AS TO HOMES.

THIS SECURITY INSTRUMENT contains minimum coverages for liability use and non-liability coverage as limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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LOAN NO. 5

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

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, my application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums.

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in accordance with any written agreement between Borrower and Lender or applicable law. In addition mortgagage insurance in effect, or to provide a loss reserve, until the premium is required to pay premium of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender may no longer be required, at the option of Lender, to pay a loss reserve in lieu of mortgage insurance, until the premium is provided by Borrower and is otherwise approved by Lender) available and is obtained, Borrower shall pay the premiums required to pay by Borrower when the insurance coverage passed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance, until the premium is provided by Borrower.

Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance being paid by Borrower to Lender to cover the premium payable in respect of the mortgage being insured by Lender. If such monthly equivalent insurance coverage is not available,

substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an all-in premium required to obtain coverage substantially equivalent to the insurance previously in effect, Borrower shall pay the excess, the monthly insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the excess.

Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason Lender approves this instrument, Borrower shall pay the premium required to maintain the loan secured by this

8. **Aftergage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Borrower requesting payment.

Interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice to Lender to this Security instrument, unless Borrower and Lender agree to other terms of payment, shall bear

any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by

receipts. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Security instrument, appearing in court, paying reasonable attorney fees and attorney on the Property to make

Lender's actions may include paying any sums secured by a lien which has priority over this real estate, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's

liability (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture or to enforce laws or

contained in this Security instrument, or there is a legal proceeding that may affect Lender's rights in the

7. **Pretention of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements

the lessorhold and the fee title shall not merge unless Lender agrees to the terms in writing.

on a leasehold, Borrower shall comply with all the provisions of the lease. If this Security instrument is repossessed or acquired by the Property is a principal residence, if this Security instrument is

Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to,

loan application process, gave notice reasonably before or immediately after failure to provide

detected by this Security instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the

paraphraph 18, by causing the action of the Property or other interest in participation of the fee

this Security instrument or Lender's security interest. Borrower may cure such a default and provided in

Lender's good faith judgment could result in forfeiture of the Property or otherwise terminate the lease created by

Borrower. Borrower shall be in default if it fails to return possession of the Property to defendant, or commits waste on the

Borrower shall not destroy, damage or injure the Property to deteriorate, or beyond Borrower's control.

residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent

after the execution of this Security instrument and shall continue to occupy the Property as principal days

leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days

6. **Ocupancy, Protection of the Property, Maintenance and Protection of the Property; Borrower's Loan Application.**

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

provided by this Security instrument immediately prior to the acquisition.

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

paid before the date of the monitory payment referred to in paragraphs 1 and 2 or change the amount of the

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period

has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair

or otherwise abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier

be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower.

restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

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LOAN NO. 6

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 Reinstate. 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.

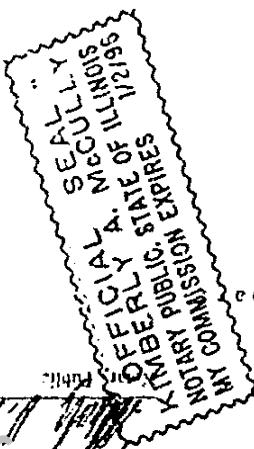
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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.

94178049



This instrument was prepared by: _____ Date: _____

Ally Commission on expertise

Given under my hand and official seal, this 15th day of Feb. 1894.

Personally known to me to be the same person(s) whose name(s) appears attached to the foregoing instrument, appeared before me this day in person, and acknowledged to me to be the true author of the same.

1. *The Culinary Arts* — *Public in and for said county and state do hereby certify
that OILLIA BONET and ROBERT B. RUIZ*

ESS AUGUST

Espresso 2000, The Line for Acetaminophen

2009 SIGN THE GOALS

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Social Security Number 335-62-7
DOB: 07/25/1962

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13 NOV 1981

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

- Adjustable Rate Rider**
 - Conditional Premium Rider**
 - Family Rider**
 - I-4 Family Rider**
 - Conditional Premium Rider**
 - Planned Unit Development Rider**
 - Biweekly Payment Rider**
 - Rate Improvement Rider**
 - Second Home Rider**
 - Balloon Rider**
 - Graduated Payment Rider**
 - Other (please specify)**

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into and shall supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this instrument. [Check applicable box(es)]

LOAN NO.