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Lot: 8 & 9

Block: 20

Armando Nieves  
Marisol Nieves his wife

2045 N Laverona  
Chicago, IL 60638

3/4 of 33

Prepared By:  
Lisman & Eisenberg  
100 North Broadway  
White Plains, NY 10601  
914-285-9800

Record & Return by Mail To:  
Kraft Foods FCU  
250 North Street  
White Plains, NY 10625

DEPT-10 RECORDS  
RECORDS SECTION  
MAR 14 1996  
COUNTY CLERK  
DEPT-10 PERMITS

# SUBORDINATE MORTGAGE



96020358

This mortgage is made on 3/11/96, between the Borrower and Credit Union.

## DEFINITIONS

Agreement-

means the Home Secured Loan Agreement (Note) signed by the Borrower in connection with this Mortgage.

Borrower or You-

means each person who signs the Mortgage and Note.

Credit Union-

means Kraft foods FCU having a place of business at 250 North Street White Plains, NY 10625

Mortgage-

this document will be called the Mortgage

Property-

means the real property described in this Mortgage

The Borrower is:

Armando Nieves  
Marisol Nieves his wife

## TRANSFER OF RIGHTS IN THE PROPERTY

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may not transfer this Property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced by the Credit Union in connection with this agreement and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

( \$25,000.00 )

Twenty-Five Thousand and No/100 to be improved by a one or two family dwelling only.

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11/15/2011

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## HOME SECURED LOAN SUBORDINATE MORTGAGE

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### PROPERTY BEING MORTGAGED

*See Schedule "A" Attached*

### RIGHTS OF PRIOR MORTGAGES

The Credit Union's rights under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

**BancOne Mortgage Corporation**

### PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

### FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and any other hazards normally covered by an insurance policy. The type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested at any time during the life of the loan.

### TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

### ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may but shall not be required to, make the payments. The amount of these payments, shall be added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes as due, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

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## SCHEDULE A

LOTS 8 AND 9, (EXCEPT THE NORTH 20 FEET OF SAID LOT 9, AND EXCEPT THAT PART OF SAID LOTS 8 AND 9 TAKEN TO WIDEN NORTH LAVERNE AVENUE) IN BLOCK 20 IN CHICAGO LAND INVESTMENT COMPANY'S SUBDIVISION IN THE COUNTY CLERK'S DIVISION OF THE EAST 3/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2045 N LAVERNE  
CHICAGO, IL  
PERMANENT INDEX NUMBER: 13-33-227-006

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13-33-227-006

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## CARE OF THE PROPERTY

The Borrower will keep the Property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

## SALE OR TRANSFER PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

## DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

- A) You engage in fraud or material misrepresentation in connection with the loan.
- B) You do not meet the repayment terms.
- C) Your action or inaction adversely affects the collateral or our rights in the collateral.

For example, if:

- 1) You become bankrupt or someone to whom you owe money sues you or tries to take your property by legal proceedings;
- 2) You default on your payments to the first mortgage lienholder;
- 3) You fail to pay all property taxes or other assessments when due;
- 4) You take additional advances from the first mortgage lienholder without Credit Union consent;
- 5) You sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed;
- 6) You fail to maintain hazard insurance;
- 7) You fail to maintain the property;
- 8) If a tax lien, mechanic's lien, judgment lien, or lis pendens is filed against the Property;
- 9) If a partition or condemnation action is begun against the Property.

## APPOINTMENT OF RECEIVER

If the Credit Union wishes to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorneys' fees, Court costs and disbursements incurred by the Credit Union.

## RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also the Credit Union may then collect rent from all other tenants of the Property.

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## ADDITIONAL SECURITY

See Rider Agreement if Applicable

## NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to:

**Kraft Foods FCU**

**250 North Street**

**White Plains, NY 10625**

or any other address the Borrower is notified of by the Credit Union.

## CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

## NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

## WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

## RECEIPT

The Borrower has received a completed copy of this Mortgage.

## RELEASE

Upon payment of all sums secured by this Mortgage, the Mortgage shall be deemed satisfied and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

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## HOME SECURED LOAN SUBORDINATE MORTGAGE

- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this mortgage



State of Illinois

Armando Nieves  
Armando Nieves

County of Cook

2 WITNESSES REQUIRED

On the 9<sup>th</sup> day of March, 1996,  
before me personally came  
Armando Nieves

By: Efigenia Arroyo

to me known to be the individual  
described in and who executed the  
foregoing instrument and who has  
acknowledged executing this instrument

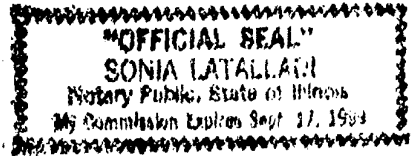
(Print Name) Efigenia Arroyo

By: Carla King

(Print Name) Carla King

Sonia Latallan

Notary Public



IN WITNESS WHEREOF, borrower has executed this mortgage

State of Illinois

Marisol Nieves  
Marisol Nieves

County of Cook

2 WITNESSES REQUIRED

On the 9<sup>th</sup> day of March, 1996,  
before me personally came  
Marisol Nieves

By: Efigenia Arroyo

to me known to be the individual  
described in and who executed the  
foregoing instrument and who has  
acknowledged executing this instrument.

(Print Name) Efigenia Arroyo

By: Carla King

(Print Name) Carla King

Sonia Latallan

Notary Public

NOTARY PUBLIC

- FOR RECORDING PURPOSES -

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