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COOK COUNTY RECORDER

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MORTGAGE

L#0296-5319-0-P

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20, 1996

The mortgagor is

HECTOR SALINAS and MARGARITA SALINAS, his wife

("Borrower"). This Security Instrument is given to

FAMILY FEDERAL SAVINGS OF ILLINOIS

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is
5217-29 W. 25th STREET, CICERO, ILLINOIS 60650

("Lender"). Borrower owes Lender the principal sum of

EIGHTY THOUSAND AND NO/100
Dollars (U.S. \$ 80,000.00)

). 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

March 1st, 2016. 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 33 IN BLOCK 1 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL
WITH THE EAST LINE OF SECTION 22) IN FIRST ADDITION TO MARQUETTE ROAD TERRACE IN THE
NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 19-22-407-029-0000 VOLUME 400.

Prepared by

Family Federal Savings of Illinois
5217-29 W. 25th St.
Cicero, Ill 60650

SAS - A DIVISION OF INTERSOUTH

which has the address of

6728 SOUTH PULASKI
Street

CHICAGO
IL

Illinois

60629
(Zip Code)

("Property Address");

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5. **Hazard and Property Insurance**. Borrower shall keep the insurance coverage minimum as days of the *Exhibit B* of notes.

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 good faith the instrument of the obligation secured by the lien in a manner acceptable to Lender, or (c) secures from the holder of the lien by, or defracts against instrument of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operate to prevent the instrument of the obligation secured by the lien in a manner acceptable to Lender from satisfying the lien. Borrower shall satisfy the instrument of the obligation secured by the lien in a manner acceptable to Lender by giving notice identifying the lien. Borrower shall satisfy the instrument of the obligation secured by the lien in a manner acceptable to Lender by giving notice identifying the lien or take other action as may be necessary to satisfy the instrument of the obligation secured by the lien.

4. Charges: Lenses, Borower shall pay all taxes, assessments, charges, fines and imposts due to the parishes, towns, or districts, to principal due, and also to any other charges due under the laws.

3. Application of Penalties. Unless applicable law provides otherwise, all payments received by Lender under this instrument shall be applied first to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2; and last to principal due and then to interest due.

Upon payment in full of all sums secured by this Security Instrument the principal balance due hereunder prior to the date of maturity or before payment in full of all sums held by Lender at the time of acquisition of title to the property, shall apply any funds held by Lender to the time of acquisition of title to the property, prior to the date of maturity or before payment in full of all sums held by Lender.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall pay to Borrower the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for estate tax reporting services used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires otherwise, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree to write, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

The Funds shall be held in an institution whose depositors are insured by a federal agency, insuring institutions, or entities included in the Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits account or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow items.

amounts are unchanged, these are carried, decreased, increased, or any other changes in the amount of money held by the Board of Governors of the Federal Reserve System, the amount of money required to loan may change from time to time under the federal Real Estate Settlement Protection Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Under Section 8 of the RESPA, if so, lenders may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of funds, either actual or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may actually instrument as a lien on the Property; (b) yearly leasehold

1. Payment of Principal and Interest: Preparation 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.

Unified variation by jurisdiction to constitute a uniform security instrument and covering real property.

THIS SEPARATE INSTRUMENT combines certain governing terms for national use and non-national governances with
several annexes of record.

LOGELIER WITH COVENANTS The improvements now or hereafter erected on the property; and all easements, appurtenances, fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 secured by this Security Instrument immediately prior to the acquisition.

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

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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18. Borrower's Right to Reinstatement. If Borrower meets certain conditions set forth in this Agreement, Borrower shall have the right to have cancellation of this Security Instrument disclaimed at any time prior to the earlier of (a) 5 days after such other period as

17. Transfer of the Property or interest in Borrower, if all or any part of the Properties or any interest in it is sold or transferred for the benefit of Lender, this option shall not be exercised by Lender if exercise is prohibited by law as of this date or the Statute of Limitations.

16. Borrower's Copy: Lessor shall be given one countersigned copy of the Note and of this Security Instrument.

15. **Conflicting laws; severability.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision of this Security instrument or the Note are found to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be passed without the conflicting provision. To this end the provisions of this Security instrument and the Note are considered with severability in mind.

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 therewith exceed the permitted limits, then, (a) any such loan charges shall be reduced by the amount necessary to reduce the loan charged the permitted limits; then, (b) any such loan charges collected or to be collected in connection with the loan charged the permitted limits, shall be reduced by the amount necessary to reduce the loan charged the permitted limits to the amount permitted by the law.

sums received by this Society from instruments which are not in use.

If the property is demanded by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make payment of some or all claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, then due

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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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Nikon F100

(Supplementary)

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This instrument was purchased.

Given under my hand and official seal, this
day of August 1996.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is the free and voluntary act, for the uses and purposes herein set forth.

I personally know 6 to me to be the same person(s) whose name(s)

L. JAMES COOK
A Notary Public in and for said County and State.
do hereby certify that HENRY S. MARSHAL SALINAS
is a Notary Public in and for said County and State.

ISS (June)

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24. Riders to this Section

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.