

"MAIL TO:

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**FAMILY FEDERAL SAVINGS
OF ILLINOIS
5217-20 WEST 25th STREET
CICERO, ILLINOIS 60804**

97583818

1997-03-11 11:02:00 \$31.50
1997-03-11 11:02:00 100-97-583818
DOUG COUNTY RECORDER

Werner, Abusow, Blaustein, Borchardt, Dostal

Loan No. 697-5445-3

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30 1997
The mortgagor is MARIC E. VILCHES and SARA ARAIZA, 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 WEST 25TH STREET CICERO ILLINOIS 60804

(Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FOUR THOUSAND DOLLARS AND NO/00 ****
Dollars (U.S. \$ 104,000.00). 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
JULY 1st, 2022. 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

LOT 13 (EXCEPT THE NORTH 4 FEET THEREOF) AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 1
OF GALLAGHER AND MESSNER'S RE-SUBDIVISION OF BLOCKS 1 AND 4 IN THE SUBDIVISION OF
LOTS 4 AND 5 IN PARTITION OF THE WEST 31.48 ACRES OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$
AND THE EAST 41 ACRES OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 39
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-30-112-1155-0000

which has the address of

2430 S. OAK PARK AVENUE
[Street]

BERWYN
(City)

111

60402
(Zip Code)

(“Property Address”);

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 10/e (9-100)

(Page 1 of 6 pages)

Form 3014 4/90

ONHAILAND

To Order Call 1-800-530-4792 (7am-4pm EST)



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(Page 2 of 9 pages)

5. Hazard or Property Insurance. Borrower shall keep the insurance coverage received on the property insured against losses by fire, hazards included within the term "extensive damage", and any other hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Learner under paragraphs 1 and 2 shall be applied to any prepayment due under the Note; except to the maximum payable under paragraph 2; and to interest due; and last, to any late charges due under the Note.

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 of the Funds held by Lender in any time is not sufficient to pay the accrued interest when due, Lender may notify Borrower in writing, Lender shall pay to Lender the security interest in all sums received by Lender in full of all sums secured by this Security Instrument, Lender shall account to Borrower any funds held by Lender, Lender shall acquire or sell the property, Lender, prior to the liquidation of funds held by Lender, shall apply any funds held by Lender at the time of liquidation or sale as a credit against the sums due or the Property, Lender shall apply any funds held by Lender to the time of liquidation or sale as a credit against the sums accounted by this Security Instrument.

The Funds shall be held in an institution where deposits are incurred by a federal agency, or entity managing funds, if Lender is such a depositor (or in any federal home loan bank), Lender shall supply the Funds to pay the escrow fees. Lender may not charge escrow fees for oddball and upfyllying the escrow fees. Lender may not charge escrow fees for oddball and upfyllying the escrow fees. Lender may not charge escrow fees for oddball and upfyllying the escrow fees. Lender may not charge escrow fees for oddball and upfyllying the escrow fees. Lender may not charge escrow fees for oddball and upfyllying the escrow fees.

1. **Harmful Chemicals** **Preparation and Sale** **Chlorine**, **Formaldehyde** shall primarily play when due the

Limited warranties by landlords to co-tenants, lessors and lessees cover only real property.

THIS SECURITY INSTRUMENT combines uniform government form and language with non-uniform governing language of record, will determine generally the date to the property granted in claims and demands, subject to any encumbrances and power with rights and will govern generally the date to the property granted in claims and demands, subject to any encumbrances and

BIGROWER COVENANTS that borrowee is lawfully entitled to the same hereof, conveyed and has the right to mortgage, sell, lease, or otherwise dispose of the same.

TOP SECRET WITH all the improvements now on the market it is Security News' intention to offer "Property". All requirements and addendums shall also be covered by this Security News will be pleased to offer to its clients "Security News' intention to offer "Property". All requirements and addendums shall also be covered by this Security

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be 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 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 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 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.

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18. Bortower's Right to Remitate. If Bortower meets certain conditions, Bortower shall have the right to have enforcement of his Security instrument discontinued in any time prior to the earlier of: (a) 5 days (or such other period as

If Leander exercises this option, Leander 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 accrued by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leander may invoke any remedy permitted by this Security instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one 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 in beneficial interest in Borrower), it will or may transfer to the new owner the Note and of this Security Instrument.

44. Notes. Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietor and the Notee. Any notice to Borrower shall address 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. A 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.

13. **Loan Charges.** If the loan secured by this Security Lien is subject to a law which sets maximums, loan charges, and that law is finally interpreted so that the interest or other fees or 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 minimum necessary to reduce the loan below the permitted limits, and (b) any sums already collected from the borrower under this Note or by reducing a principal payment will be retained by the creditor to make this reduction by reducing the principal owed under this Note or by retaining a refund to Borrower. Lender may choose to make this reduction by reducing the principal owed under this Note or by retaining a refund to Borrower. If a refund reduces principal, the reduction will be made as a partial prepayment until

12. **Successors and Assigns** Bound; and **Several Liability**; **Codisinheritance**. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lee Ide, and Borrower, subject to the provisions of this 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 mitigate, garnish and convey the Borrower's interest in the Property under the terms of this Security instrument and any other Borrower may agree to extend, modify, renew or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's written consent.

11. Borrower shall be responsible for the sums received by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to waive the liability of the original Borrower of Borrower's successor in interest. Lender may terminate the agreement of amortization of the sums received by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be liable for any failure of Borrower's successor in interest to pay any amount due under the agreement of amortization or the agreement of amortization of the sums received by this Security Instrument granted by Lender to any successor in interest of Borrower.

Under section 2(1)(b) of the Act, the Minister may make regulations to provide for the carrying out of the functions of the Commission.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make up in due, an award or judgment 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

In the event of a total taking of the Property, the beneficiary of such taking shall be entitled to the sum secured by this Security instrument. 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 sum secured by this Security instrument 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 sum secured by this Security instrument whether or not the sum is applied to the taking.

18. Condemnation of other buildings of any kind or damage, or for conveyance in lieu of condemnation with
any building of any part of the property, or for compensation, under or consequence, in connection with

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applicable law may specify (or 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 insure 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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(Page 4 of 6 pages)

COOK COUNTY RECORDER

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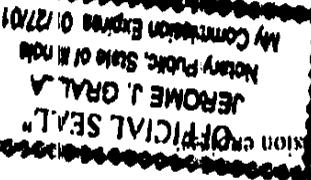
4427-01 RECORDING \$31.50

5225 N. 45TH ST., CICERO, IL 60804

(Name)

FAMILY Federal Savings

This instrument was prepared by



Given under my hand and official seal, this

forth,

and delivered the said instruments at **Chelsi**, **MARIO E. VILCHEZ and SARA AGUILZA, his wife** and subscriber to the foregoing instrument, appears before me this day in person, and acknowledges that **the** **personally known to me to be the same person(s) whose name(s) are** **Subscribed to the foregoing instrument, appears before me this day in person, and acknowledges that the person(s) whose name(s) are** **Subscribed to the foregoing instrument, appears before me this day in person, and acknowledges that the person(s) whose name(s) are**

I, **MARIO E. VILCHEZ and SARA AGUILZA, his wife** do hereby certify that **a Notary Public in and for said county and state,**

STATE OF ILLINOIS, COOK County ss:

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

Witness: *J. C. Williams*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages | through 6 of this Security instrument, or in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)

- Adjustable Payment Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

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

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