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FILE #97-5057
COOK COUNTY ATTORNEY #91140

97081358

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

FLEET MORTGAGE CORP. F/K/A FLEET)
REAL ESTATE FUNDING CORP.)

PLAINTIFF,)

-vs-

No.

97001412

SALVADOR HERNANDEZ; TERESA)
HERNANDEZ; JOSE ESPARZA A/K/A J.)
DANIEL ESPARZA; MARIA ESPARZA;)
STATE OF ILLINOIS; THE PEOPLE OF)
THE STATE OF ILLINOIS; UNKNOWN)
OWNERS AND NON-RECORD CLAIMANTS)

DEFENDANT(S).)

**NOTICE OF FORECLOSURE
LIS PENDENS**

I, the undersigned, do hereby certify that the above
entitled cause was filed in the above Court on
FEB 04 1997, 19____, for Foreclosure and is now pending
in said Court.

AND FURTHER SAYETH:

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1. Names of Title Holders of Record:

SALVADOR HERNANDEZ, TERESA HERNANDEZ AND JOSE ESPARZA, AS
JOINT TENANTS

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2. The following mortgage is sought to be foreclosed:
Mortgage dated AUGUST 15, 1995 made by SALVADOR HERNANDEZ, TERESA HERNANDEZ, AND JOSE ESPARZA to MORTGAGE SQUARE, INC. and recorded on AUGUST 18, 1995 COOK COUNTY RECORDER'S OFFICE as document number 95546551 having a legal description and common address as follows:

LOT 4 IN THE SUBDIVISION OF LOT 3 IN BLOCK 12 IN CUSHING'S SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 2938 NORTH LOWELL, CHICAGO, ILLINOIS 60641.

PERMANENT INDEX NUMBER 13-27-216-023

SIGNATURE Rosemary Kepner Attorney of Record

PREPARED BY AND MAIL TO:
SHAPIRO & KREISMAN
Attorneys for Plaintiff
4201 Lake Cook Road
Northbrook, Illinois 60062
(847) 498-9990
(847) 291-3434 FAX
In Cook County: Deposit in Recorder's Box #254

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Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal payments due under the Agreement, or change the amount of Property is acquired by Lender, all rights, title and interest of in and to the proceeds thereof resulting from damage to the s to Lender to the extent of the sums secured by this Mortgage

shall not extend or postpone the due date of a such payment. If under paragraph 17 hereof t: Borrower in and to any insurance policies an Property prior to the sale or acquisition shall p immediately prior to such sale or acquisition.

5. *Preservation and Maintenance of Property: Leaseholds, Condominiums; Planned Unit Developments.* Borrower shall keep the Propert or deterioration of the Property and shall co leasehold. If this Mortgage is on a unit in a co: all of Borrower's obligations under the decl: planned unit development, the by-laws and re: constituent documents. If a condominium or recorded together with this Mortgage, the cov: shall amend and supplement the covenants and a

6. *Protection of Lender's Security.* If any action is commenced which materially affects Lender's interest in the Property, including, but not l mortgagee, eminent domain, insolvency, code s or decedent, then Lender at Lender's option, up sums and take such action as is necessary to p: of reasonable attorneys' fees and entry upon th:

Any amounts disbursed by Lender p: additional indebtedness of Borrower secured by: of payment, such amounts shall be payable up: shall bear interest from the date of disburse: under the Agreement. Nothing contained in t: any action hereunder.

7. *Inspection.* Lender or its ag: inspections of the Property, provided that l. specifying reasonable cause therefor related to l

8. *Condemnation.* The proceed connection with any condemnation or other tal condemnation, are hereby assigned an shall t: Property, the proceeds shall be applied to th: Borrower.

If the Property is abandoned by Borr: offers to make an award or settle a claim for : the date of such notice mailed. Lender is auth: to restoration or repair of the Property or to th:

Unless Lender and Borrower otherw: shall not extend or postpone the due date of an: amount of such payment.

9. *Borrower Not Released.* Ext: the sums secured by this Mortgage or any othe: successor in interest of Borrower shall not ope: and Borrower's successors in interest. Lenc: successor or refuse to extend time for payme: by reason of any demand made by the original

10. *Forbearance by Lender not a Waiver.* Any forbearance by Lender in exercising any right or otherwise afforded by applicable law, shall not be a waiver of or . The procurement of insurance or the payment of taxes or other t of Lender's right to accelerate the maturity of the indebtedness

remedy under the Agreement or hereunder, or preclude the exercise of any such right or rem: liens or charges by Lender shall not be a wa: secured by this Mortgage.

agree in writing, any such application of proceeds to principal payments due under the Agreement, or change the amount of Property is acquired by Lender, all rights, title and interest of in and to the proceeds thereof resulting from damage to the s to Lender to the extent of the sums secured by this Mortgage

of Property: Leaseholds, Condominiums; Planned Unit Developments. Borrower shall keep the Propert in good repair and shall not commit waste or permit impairment ky with the provisions of any lease if this Mortgage is on a minium or a planned unit development, Borrower shall perform tion or covenants creating or governing the condominium or lations of the condominium or planned unit development, and planned unit development rider is executed by Borrower and ems and agreements of such rider shall be incorporated into and reements of this Mortgage as if the rider were a part hereof.

If Borrower fails to perform the covenants and agreements proceedings is commenced which materially affects Lender's ited to, any proceeding brought by or on behalf of a prior enforcement, or arrangements or proceedings involving a bankrupt notice to Borrower, may make such appearances, disburse such t Lender's interest, including, but not limited to, disbursement property to make repairs.

sums and take such action as is necessary to p: of reasonable attorneys' fees and entry upon th: pursuant to this paragraph 6, with interest thereon, shall become is Mortgage. Unless Borrower and Lender agree to other terms notice from Lender to Borrower requesting payment thereof and at the rate payable form time to time on outstanding principal s paragraph 6 shall require Lender to incur any expense or take

its may make or cause to be made reasonable entries upon and xler shall give Borrower notice prior to any such inspection nder's interest in the Property.

of any award or claim for damages, direct or consequential, in ig of the Property, or part thereof, or for conveyance in lieu of paid to Lender. In the event of a total or partial taking of the ms secured by this Mortgage, with the excess, if any, paid to

er, or if after notice by Lender to Borrower that the condemnor nages, Borrower fails to respond to Lender within 30 days after zed to collect and apply the proceeds, at Lender's option, either ums secured by this Mortgage.

agree in writing, any such application of proceeds to principal ayment due under the Agreement or this Mortgage or change the

sion of the time for payment or modification of amortization of erm of the Agreement or this Mortgage granted by Lender to any e to release, in any manner, the liability of the original Borrower - shall not be required to commence proceedings against such r otherwise modify any term of the Agreement or this Mortgage rower and Borrower's successors in interest.

Waiver. Any forbearance by Lender in exercising any right or otherwise afforded by applicable law, shall not be a waiver of or . The procurement of insurance or the payment of taxes or other t of Lender's right to accelerate the maturity of the indebtedness

O.H.
W.D.
J.G.

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11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joins and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by regular, first class mail, addressed to Borrower at the Proper Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **Governing Law; Severability.** This Mortgage shall be governed by applicable federal law and the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflict of provisions, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recording hereof.

16. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or made at the option of the Lender, or otherwise, to the Expiration Date or as may be extended by Lender provided that in no event shall the Expiration Date be extended beyond 20 years from the date hereof, (and nothing herein obligates Lender to grant any such extension) and any amounts (including by extension) shall apply to the same extent as such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit Line plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. **Termination and Acceleration.** Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application, signature, information or statement furnished by Borrower to the Lender or to others in connection with the transactions contemplated by the Agreement is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage or the Agreement, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement, or (c) the Lender is forced to close this Mortgage including by judicial proceeding. Lender shall be entitled to collect all expenses of collection, enforcement and foreclosure, including but not limited to reasonable attorneys' fees, court costs and costs of documentary evidence abstracts and title reports.

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18. *Assignment of Rents; Appointment of Receiver; Lender in Possession.* As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. *Release.* Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any. To the full extent allowed by the provisions of applicable law, Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein.

20. *Waiver of Homestead.* Borrower hereby waives all rights of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Wojciech W Drag
WOJCIECH W DRAG
Beata M Drag
BEATA M DRAG

Jan Garzynski
JAN GARZYNSKI
Barbara Garzynski
BARBARA GARZYNSKI IS SIGNING SOLELY FOR PURPOSES OF PERFECTING THE WAIVER OF HOMESTEAD RIGHTS.

STATE OF IL
COUNTY OF COOK SS

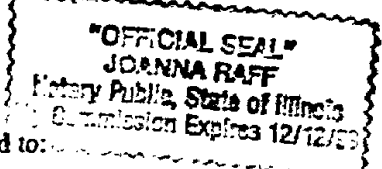
I, the undersigned
above named persons, personally-known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me and delivered the said instrument as his/her/the

a Notary Public in and for said County, personally certify that the me to be the same person(s) whose name(s) is/are subscribed to the this day in person, and acknowledge that he/she/they signed and free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13 day of Dec 1986

Joanna Raff
Notary Public

My Commission Expires: _____



This Instrument Prepared by and should be returned to:

Avondale Federal Savings Bank
800 Roosevelt Road
Building E, Suite 300
Glen Ellyn, IL 60137

Initials: B.D.
W.D.
J.G.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 13TH day of December 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AVONDALE FEDERAL SAVINGS BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

9649 S HARLEM 3 B, CHICAGO ILLINOIS, IL 60415

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

STONE EDGE ESTATES CONDO

[Name of Condominium Project]

(the "Condominium Project"). If the Owners Association or other entity which acts for the Condominium Project (the "Owners Association") holds title to the Property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) By-laws; (iii) Code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Condominium Rider.

Wojciech W Drag (Seal)
WOJCIECH W DRAG -Borrower

Jan Garzynski (Seal)
JAN GARZYNSKI -Borrower

Beata M Drag (Seal)
BEATA M DRAG -Borrower

____ (Seal)
____ -Borrower

Barbara Garzynski (Seal)
BARBARA GARZYNSKI IS SIGNING
SOLELY FOR PURPOSES OF
PERFECTING THE WAIVER OF
HOMESTEAD RIGHTS. -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

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EXHIBIT "A"

LEGAL DESCRIPTION:

UNIT 3B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN STONY EDGE ESTATES CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25715606, IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX NUMBER: 24-07-1. 1-020-1018, V240

PROPERTY ADDRESS: 9649 S HAY ST 3 B, CHICAGO RIDGE, IL 60415

LOAN NUMBER: 150010106746

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