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7636677 Salao NA - Illinois

. DEPT-01 RECORDING 931  
. T40012 TRAN 4814 04/24/97 13:01:00  
. 00522 \* CG \*--97-28514  
. COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

PLEASE RETURN RECORDED MORTGAGE TO:

Neighborhood Lending Services, Inc.  
747 N. MAY, CHICAGO, IL 60622  
FC2-06-0371

**MORTGAGE**

91

**THIS MORTGAGE** ("Security Instrument") is given on March 18, 1997. The mortgagor is Rosa Romero and Raymond Mufos, her husband ("Borrower"). This Security Instrument is given to Neighborhood Lending Services, which is organized and existing under the laws of Illinois, and whose address is 747 North May, Chicago, IL 60622 ("Lender"). Borrower owes Lender the principal sum of Ten Thousand and 00/100 Dollars (U.S. \$10,000.00). 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 1, 2012. 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 46 IN BLOCK 9 IN E. SIMON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ROY 222 CTI

Permanent Tax ID # 13-35-408-029-0000

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90

Initials RR  
OTM

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SAID NOTE IS SUBORDINATE TO THE NOTE OF THE EVEN DATE IN THE AMOUNT OF \$ 82,400.00 AND THIS MORTGAGE IS SUBORDINATE TO THE MORTGAGE RECORDED AS DOCUMENT # \_\_\_\_\_.

which has the address of 1832 North Kimball, Chicago,  
Illinois 60647 ("Property Address");  
(Street) (City)  
(Zip Code)

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 additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER'S 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.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment 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.

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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums if any; (e) yearly 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 a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 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. Lender may estimate 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless

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D.J.M.



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## 1-4 FAMILY RIDER Assignment of Rents

FB1-06-0371

THIS 1-4 FAMILY RIDER is made this 18th day of March, 1997,  
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  
NEIGHBORHOOD LENDING SERVICES, (the "Lender") of the same date and covering the  
Property described in the Security Instrument and located at:  
1832 North Kimball, Chicago, IL 60647

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the  
Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the  
Property described in the Security Instrument, the following items are added to  
the Property description, and shall also constitute the Property covered by the  
Security Instrument: building materials, appliances and goods of every nature  
whatsoever now or hereafter located in, on, or used, or intended to be used in  
connection with the Property, including, but not limited to, those for the  
purposes of supplying or distributing heating, cooling, electricity, gas, water,  
air and light, fire prevention and extinguishing apparatus, security and access  
control apparatus, plumbing, bath tubs, water heaters, water closets, sinks,  
ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awning,  
storm windows, storm doors, screens, blinds, shades, curtains and curtain rods,  
attached mirrors, cabinets, panelling and attached floor coverings now or  
hereafter attached to the Property, all of which, including replacements and  
additions thereto, shall be deemed to be and remain a part of the Property  
covered by the Security Instrument. All of the foregoing together with the  
Property described in the Security Instrument (or the leasehold estate if the  
Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider  
and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or  
make a change in the use of the Property or its zoning classification, unless  
Lender has agreed in writing to the change. Borrower shall comply with all laws,  
ordinances, regulations and requirements of any governmental body applicable to  
the Property.

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C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

F. **BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. **ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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FBI-06-0371

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

*Rosa Romero* ..... (Seal)  
-Borrower Rosa Romero

*Raymond Mufios* ..... (Seal)  
-Borrower Raymond Mufios

Property of Cook County Clerk's Office

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