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LOAN #5779-1

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 13, 1988. The mortgagor is JESUS ACOSTA and MARIA LUZ ACOSTA, HIS WIFE, ("Borrower"). This Security Instrument is given to UNIVERSAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of State of Illinois, and whose address is 1809 South Halsted Street — Chicago, Illinois 60608 ("Lender"). Borrower owes Lender the principal sum of THIRTY SIX THOUSAND and No/100 Dollars (U.S. \$36,000.00). 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 October 1, 2003. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 Seven (7) in Block Nine (9) in Grand Avenue Estates, being a Subdivision of the West Half (1/2) of the East Half (1/2) of the North West Quarter (1/4) of Section Thirty Two (32), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, (except Railroad Right-of-Way) according to Plat filed in the Registrar's Office as Document Number 41516, in Cook County, Illinois.

PTN # 13-32-121-007-0000 *et*

NOTE IDENTIFIED

122-21-23

which has the address of 2155 North Moody Avenue, Chicago,
Illinois 60639 ("Property Address");
(Street)
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER 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.

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(iv) *Non solo pubblico*

Lily Community Center 11530

My Commission Express:

Witnesses my hand and official seal this day of October 13, 1902.

..... they executed said instrument for the purposes and uses herein set forth.
(This, her, there)

I, Laura M. Jepsing, of 323 Main Street, a Notary Public in and for said County and State, do hereby certify that before me and [Signature] (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be true and voluntary act and deed and that

COUNTY OF **Sioux**

QUOTER'S
COMPANY

4461327

20. Under **la Possession**, Upon acceleration paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redempion following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to center upon, take possession of and manage the Property and to collect the rents of management of those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of costs of management of the Property and collection of rents, but not limited by this amount, to receiver's fees, premiums on recciver's bonds and reasonable attorney's fees, and then to the amounts necessary to insure this Security instrument.

21. **Release.** Upon payment of all sums accrued by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **Risk.** As to this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the coverments of each such rider shall be incorporated into and shall amend and alter the terms of this instrument.

19. **Accession:** Lentee shall give notice to Borrower prior to acceleration under paragraph 13 and 17 unless otherwise provided otherwise. The notice shall specify: (a) the details required to cure the deficiency; (b) the details required to cure the deficiency or before the date the notice is given to Borrower, by which the deficiency must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the deficiency must be cured; (d) that failure to cure the deficiency or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument; (e) judicial proceeding in the notice may result in acceleration of the sum secured by this Security Instrument; (f) the notice specifies that acceleration of the sum secured by this Security Instrument is without prejudice to the rights of the Lentee to sue for damages for any breach of any covenant or agreement made between the parties hereto.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim 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 sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. 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 with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any charges already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice 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. Any 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.

15. Governing Law; 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed 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 if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender 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 secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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 had no acceleration 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 paragraphs 13 or 17.

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

7. Protection of Lenders' Rights in the Property: Mortgagor fails to perform the covenants and agreements contained in the Security Instrument, if Borrower fails to pay the principal and interest when due, Lender agrees to sue in the name of Lender's beneficiaries to recover the amount due.

6. **PERIODIC INSPECTION AND MAINTENANCE OF PROPERTY; LEASEHOLDS.** Borrower shall not destroy, damage or abscond tally charge the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease and if Borrower acquires fee title to the Property, the leasehold and

The property of the City of Philadelphia is used for the disposal of solid wastes generated by the City of Philadelphia.

All insurance policies and renewals shall be acceptable to Lender if Lender has the right to hold the policies and renewals until prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

5. Hazardous Insurance. Borrower shall keep the insurance elements now existing or hereafter created on the Property of the Borrower against the risks set forth in Exhibit A-1, as one of the terms of this note.

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 accrued by the lien in a manner acceptable to Lender; (b) commutes in good faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement substantially to the effect that my attorney shall notify the Lender of his intent to file suit to foreclose the Property to Lender and to give Lender the right to bid at such sale.

application as a credit, and the sums secured by this Security instrument.

amount of the Funds held by Lender is not sufficient to pay the accrued items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

purpose for which each debt is held by the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution of the depository of future escrow items.

to conclude on the day following payment, and the tax may be paid in full or in part on the day following payment.

the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.