

# UNOFFICIAL COPY

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361686

Roman S. Garcia and Rosario Garcia

Mail To: GAGE PARK SAVINGS & LOAN ASSOCIATION  
3400 SOUTH PHILADELPHIA  
CHICAGO, IL 60632

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 10, 1989. The mortgagor is ROMAN S. GARCIA and ROSARIO GARCIA, HIS WIFE ("Borrower"). This Security Instrument is given to GAGE PARK SAVINGS & LOAN ASSOCIATION, which is organized and existing under the laws of STATE OF ILLINOIS, and whose address is 5400 SOUTH JULIUS KELLOGG - CHICAGO, IL 60632 ("Lender"). Borrower owes Lender the principal sum of SIXTY SEVEN THOUSAND NINE HUNDRED AND NO./100 Dollars (U.S. \$67,900.00). 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 JANUARY 10, 2004. 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 1 in Block 3 in Henry Hoyen's Marquette Park Addition to Chicago, a Subdivision of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 19-23-309-018 (1)

which has the address of 3801 West 68th Street, Chicago,  
(Street) 60629 (City)  
Illinois 60629 (Property Address);  
(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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ILLINOIS STATE BAR ASSOCIATION  
COOK COUNTY BAR ASSOCIATION  
COOK COUNTY CIRCUIT COURT  
CLERK'S OFFICE, COOK COUNTY, ILLINOIS  
CHICAGO, ILLINOIS 60632

(See)

Date of Deed: 12-18-91

Deed by [Signature] to [Signature] and [Signature] and [Signature] and [Signature]  
 Description of Property: [Redacted]  
 Address: [Redacted]

AN COMMISSION EXPIRES 8/24/91  
 IN THE STATE OF ILLINOIS  
 CLERK'S OFFICE, COOK COUNTY, ILLINOIS  
 JAMES A. RAYBURN

3768295

Name	Address	Phone
RECEIVED CLERK'S OFFICE OF THE ILLINOIS CIRCUIT COURT 12-18-91	RECEIVED CLERK'S OFFICE OF THE ILLINOIS CIRCUIT COURT 12-18-91	RECEIVED CLERK'S OFFICE OF THE ILLINOIS CIRCUIT COURT 12-18-91
89 JUN 20 PM 2:41	89 JUN 20 PM 2:41	89 JUN 20 PM 2:41

MORTGAGE COVENANT  
 (See)

MORTGAGE COVENANT  
 (See)

THIS DEED, WHICH CONSTITUTES AN AMENDMENT AND RESTATEMENT OF THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted], IS MADE AND SIGNED TO THIS DEED, WHICH IS A PART OF THIS SECURITY.

Standard Joint Partnership Deed

2-4 Family Rider

Condominium Rider

THIS DEED IS MADE BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted] PURSUANT TO THE PROVISIONS OF THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted], WHICH ARE HEREBY REINCORPORATED AS PART OF THIS SECURITY.

[Redacted] AND [Redacted] AGREE THAT THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted], WHICH ARE HEREBY REINCORPORATED AS PART OF THIS SECURITY, ARE HEREBY RELEASED, PURSUANT TO THE PROVISIONS OF THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted].

[Redacted] AND [Redacted] AGREE THAT THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted], WHICH ARE HEREBY REINCORPORATED AS PART OF THIS SECURITY, ARE HEREBY RELEASED, PURSUANT TO THE PROVISIONS OF THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted].

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[Redacted] AND [Redacted] AGREE THAT THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted], WHICH ARE HEREBY REINCORPORATED AS PART OF THIS SECURITY, ARE HEREBY RELEASED, PURSUANT TO THE PROVISIONS OF THE DEEDS DATED FEBRUARY NINETEEN, ONE THOUSAND EIGHTY-EIGHT, AND MARCH TWENTY-THREE, ONE THOUSAND EIGHTY-EIGHT, BY [Redacted] AND [Redacted] TO [Redacted] AND [Redacted].

NON-DISCLOSURE COVENANT: Deftowners and 1st and 2nd tier heirs covenant not to disclose to any third party the existence of this instrument.

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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 condemner 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 sums 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 extraterritorial application 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 additional deposit made by Lessor or under this paragraph, shall become additional debt of Borrower secured by this security agreement; Lender agrees to accept terms of payment, interest, upon notice from Lender to Borrower the sum of principal and interest and shall be payable, with interest, upon notice from Lender to Borrower**

7. Protection of Lenders. Subject to the foregoing limitations, if Borrower fails to perform the covenants and conditions contained in this Security Instrument, or incurs a legal proceeding against Borrower, and such proceeding continues for a period of 60 days, Lender may sue on the property to recover the amount of the debt, and Lender may do all acts necessary to protect his interest in the property.

4. Protectionism and Internationalization of Property Interests. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste; if the Security Instrument is on a leasehold, Borrower shall obtain the lessee's consent to transfer to the Proprietor, the lessee shall assign his/her interest in the lease to the Proprietor, and if Borrower requires the title to the Property, the lessee shall

On the other hand, new technologies developed over the last two decades have greatly simplified the process of identifying and tracking individual patients.

of the *Proprietary department*, of the *Secrecy department*, of *Lender's Secrecy and Lender*, *Secrecy* is not mentioned. If the transmission of *secrets* to the *Secrecy department* is to be *conventionally* *reassumed* and *lender*, *Secrecy* is not mentioned. If the transmission of *secrets* to the *Secrecy department* is to be *conventionally* *reassumed*, the *secrecy* proceeds should be *referred* to the *same* *second* by the *Secrecy department*, *whether* as *not taken* *due*, *with* *any* *charges* *paid* to *Borrower*. If *referred* to the *same* *second* by the *Secrecy department*, *whether* as *not taken* *due*, *with* *any* *charges* *paid* to *Borrower*, *it* *will* *arrive* *that* *the* *secrecy* *proceeds* *the* *Proprietary*, *or* *does* *not* *arrive* *within* *30* *days* *a* *notice* *from* *Lender*, *that* *the* *secrecy* *has* *not* *arrived* *within* *30* *days* *after* *the* *Secrecy* *proceeds*. *Lender* *may* *use* *the* *secrecy* *to* *refuse* *or* *reject* *or* *cancel* *a* *clerk*, *then* *Lender* *may* *call* *the* *Secrecy* *proceeds*. *Lender* *may* *use* *the* *secrecy* *to* *refuse* *or* *reject* *or* *cancel* *any* *secrecy* *service*; *by* *this* *Secrecy* *instrument*, *whether* *or* *not* *taken* *due*. *The* *30* *day* *period* *will* *begin* *when* *the* *secrecy* *begins*.

All insurance policies and contracts will be applicable to Land and a and until notice is standard mortgage clause. Landlord shall have the right to hold the possession and retain the same if he makes prompt payment by Tenant.

members outside providing the functions shall be chosen by Board of subject to the Board's approval which shall not be inconsistent with the rules.

Proprietary rights may still pay off later, especially if the firm's new products are successful. If it is a minor mistake, these payoffs directly, borrower's loan promptly summing to lender's principal outstanding at the payoff date.

3. **Administrative expenses**. Other expenses absorbed by the provider otherwise, all payments received by Lentor under the arrangement; and 2. to lease changes due under the Note; second, to preparement charges due under the arrangement; to internet due; and last, to principal due.

Leenders shall promptly refund to Portwater  
any amount in excess of all sums received by the  
Bank under this Agreement. Leenders shall promptly  
refund to the Bank the sum received by the  
Bank under this Agreement in the event of its  
liquidation or dissolution.

The first step towards achieving this goal is to identify the unique monthly payments of Funded Payable prior to the date of the original loan. This will allow us to determine the amount of money required to pay off the original loan.

The Fund's assets consist primarily of cash and cash equivalents, short-term investments, and long-term investments.

These provisions are intended to ensure that the members of the armed forces are entitled to a general leave of absence of up to three months for the purpose of visiting their families or for other personal reasons.

the year, and the amount of money paid in shall be known as "Funds".

3. Payment of Protection and Safety. Protection and Safety charges shall primarily pay whom the payment of and insurance on the said direct premiums paid by the Policyholders and least charges due under the Note.