

# UNOFFICIAL COPY

THIS 1-4 FAMILY RIDER is made this 4th day of May, 1985, 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 **SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3031 S. Pulaski

(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. 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.

**B. 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.

**C. 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.

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

**E. 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and reverses of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and reverses and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and reverses of the Property as trustee for the benefit of Lender and Borrower. 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 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; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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 F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. 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 the debt secured by the Security Instrument is paid in full.

**G. 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.

*Ignacio Gamboa*  
IGNACIO GAMBOA

(Seal)  
Borrower

*Guadalupe Gamboa*  
GUADALUPE GAMBOA

(Seal)  
Borrower

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Property of Cook County Clerk's Office

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 11/20/4th,  
1989. The mortgagor is JUANACIO LAMOR AND GUADALUPE LAMOR, HGS, WIF,  
("Borrower"). This Security Instrument is given to  
SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing  
under the laws of United States of America, and whose address is  
2000 West 28th Street, Chicago, Illinois 60623, ("Lender").  
Borrower owes Lender the principal sum of TWENTY TWO THOUSAND AND 10/100,  
Dollars (U.S. \$ 22,000.00). 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 May 5, 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 at Lot 5 in Kirchoen's Remdivision of Lots 28 to 43, both inclusive, in  
Orville M. Phillips' Subdivision of Block 13 in Goodlin Palestier and  
Phillips' Subdivision of the West half (½) of the Southeast Quarter (¼) of  
Section 26, Town 39, North Range 13, East of the Third Principal Meridian  
in Cook County Illinois.

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which has the address of 3031 S. Pulaski, Chicago,  
60633 (Street) (City)  
Illinois (State) 60633 (Zip Code)  
("Property Address")

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 grants 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 varieties by jurisdiction to constitute a uniform security instrument covering real property.

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The foregoing instrument was acknowledged before me this  
day of May, 1993.

John G. Thompson  
(Signature)

Notary Public  
State of Indiana  
My Commission expires Jan 12, 1994

Notary Public  
State of Indiana  
My Commission Expires Jan 12, 1994

Notary Public  
State of Indiana  
My Commission Expires Jan 12, 1994

Notary Public  
State of Indiana  
My Commission Expires Jan 12, 1994

Instrument and in any other (a) except by Borrower and no paper work is  
BY SIGNING BELOW, I, the owner accepts and agrees to the terms and conditions contained in the Security  
CONTRACT CREDITOR  
JOHN COOKE  
187 W. Main Street  
County Clerk

19. **Accelerating Transition.** Leader should give orders in following order of command and rank as follows:

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If Lender required mortgagel insurance as a condition of making the loans 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.

**11. 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.

**12. Successors and Assigns; 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without first Borrower's consent.

**13. 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.

**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 conforming 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. These 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 accrued 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 Leader under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Leader agree to otherwise, when necessary, upon notice from Leader to Borrower, the date of commencement at the rate and shall be payable, with interest, upon notice from Leader to Borrower.

6. Transfer of title and Dissemination of Property Leasehold. Borrower shall not convey, alienate or otherwise transfer title to the Property to any third party without the prior written consent of Lender, except as otherwise provided in this lease, and if Borrower acquires fee title to the Property, Lender shall have the right to merge the Property with the provisions of this lease, and if the merger is written, Lender agrees to the merger.

postpone the due date of the due date of the monthly payments referred to in paragraph 1 and 2 or change the maximum of the payments under paragraph 19 the First try to be acquired by Lender. Borrower's right to any insurance policies and proceeds received by the Lender from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums received by the Lender by instrument immediately prior to the acquisition.

The Property or its Pay sums secured by this Security Instrument, whether or not then due, The 1st day period will begin when the notice is given.

Unless a Leader and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration of property damage suffered by either party.

All measures and remedies shall be susceptible to lecture and shall include a standard mortgage clause.

5. **Shared Insurance.** Borrower shall keep the liability elements now; nothing of borrower created on the Project or any other assets of the Project shall be transferred to the Project by the Borrower.

Application as a charity against the sums secured by this Society instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount of the Funds held by Lentner, together with the future monthly payments of Funds due the debtor, together with the amount required to pay the creditor's claim when due, together with the amount of the Funds held by Lentner is not sufficient to pay the creditor's claim when due, Borrower shall pay to Lentner any amount of the Funds held by Lentner which is not sufficient to pay the creditor's claim when due, Borrower shall pay to Lentner, if the amount of the Funds held by Lentner, either promptly repaid to Borrower or repaid to Borrower on behalf of the creditor, if the creditor's option, shall exceed the amount required to pay the creditor's claim when due, Borrower shall pay to Lentner the difference between the amount required to pay the creditor's claim when due, and the amount of the Funds held by Lentner.

reacquires interests to be paid, Lender shall not be required to pay for more than the amount of principal given to Borrower, without charging an annual accounting of the funds showing credits and debits to the funds on the funds.

The Fund shall be held in an institution the depositors of which are interested or guaranteed by a Federal agency (including the Federal Home Loan Bank Board or its successor), and shall apply to pay the debts of the Fund to the extent of the amount of the interest or principal of the Fund held by such an institution.

one (whether of: (a) yearly taxes and assessments which may affect property over this security interest; (b) yearly household payments or ground rents on the Property; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any). These items are called "current items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future security items.

1. **Principles of Non-Discriminatory Treatment**: Non-discriminatory treatment principles apply to all individuals regardless of their race, ethnicity, gender, sexual orientation, or other personal characteristics.
2. **Principles of Fair Treatment and Due Process**: Due process principles require that individuals receive fair treatment and be given the opportunity to respond to accusations or challenges.