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RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

134874

DATE OF SEARCH:

772962

806-228

CAROL MOSELEY BRAUN
REGISTRAR OF DEEDS

90 FEB 28 PM 3:06

806-228

806-228

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Don Lee
John & Joan

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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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and contain a part of the property covered by this Mortgage; and all of the foregoing, together with said property for the tenfold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

which has the address of 5026 W. Newport Chicago, Illinois 60641 (Street) (City) (State) (Zip Code)

(herein "Property Address") and Permanent Parcel Number 13-21-404-053

LOT 4 AND 5 (EXCEPT THE EAST 6 FEET THEREOF) IN HENNINGHANS SUBDIVISION OF LOT 22 (EXCEPT THE WEST 29 FEET THEREOF) IN FREDERICK W. BARTLETT'S SUBDIVISION OF THE SOUTH 2/3 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TO SECURE to lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to lender the following described property located in the County of Cook, State of Illinois:

WHEREAS, Borrower is indebted to lender in the principal sum of U.S. \$34,700.00, which indebtedness is evidenced by Borrower's note dated February 12, 1990 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 15, 2005;

THIS MORTGAGE is made this 14th day of February, 1990, between the Mortgagor, Ivan Leon & Rosa B. Leon, his wife, and the address is 5026 W. Newport Chicago, Illinois 60641 and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is CONS. 14, CHARLOTTE, N.C. 28288 (herein "Lender").

MORTGAGE

Sete, Klein & Bady
1608 Colonial (Name) Parkway
Inverness, Illinois 60067-4725 (Address)

3863358

LAW OFFICES OF: This statement was prepared by:

Account No. 148 192331

NOTE IDENTIFIED

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This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

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.

15. Transfer of the Property or a Beneficial Interest in Borrower. Assumption, 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 Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Riders) at the time of execution or after recordation hereof.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

11. Notice. Except for any notice required under applicable law to be given in another manner, such notice to Borrower provided for in this Mortgage shall be given by mailing (a) any notice to Borrower addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address as provided 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.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations will regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Borrower Not Released; Forbearance by Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises secured by this Mortgage or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

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Rosa B. Leon
Borrower (SEAL)
Ivan Leon
Borrower (SEAL)

3863358

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

18. Loan Charges. If the loan secured by this Mortgage 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 permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 under the Note.

17. 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 16 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 16 hereof or abandonment of the Property and at any time prior to 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 shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, received premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

16. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

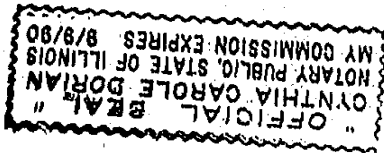
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My Commission Expires: 9-9-90

Cynthia Carole Dorian
Notary Public

STATE OF Illinois
Cook County ss:
I, Cynthia Carole Dorian
a Notary Public in and for said County and State, do hereby certify that Edward + Rosa Leal personally known to me to be the same person(s) whose name(s) Carle subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument in their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 14th day of February, 1990.

1/24 87 49

TRIPPLICATE

3863358

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Submitted by _____
 Address _____
 Promised _____
 Deliver cert. to _____
 Address _____
 Paid to _____
 Address _____
 No. _____

1000 FEB 28 PM '3 29
 CANON HOTEL
 REBIS PARK
 CHICAGO ILLINOIS

ST. H. KIRBY & DADLEY
 1100 S. Dearborn Street
 INVERNESS ILL

60067-4725

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