

RECORD AND RETURN TO  
NORTH FEDERAL SAVINGS BANK

100 WEST NORTH AVENUE  
CHICAGO, ILLINOIS 60610

# UNOFFICIAL COPY

3969235

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## MORTGAGE

44-12338-8

THIS MORTGAGE ("Security Instrument") is given on  
**SANTOS GOMEZ AND  
SONIA GOMEZ, HUSBAND AND WIFE**

**MAY 17, 1991**

The mortgagor is

("Borrower"). This Security Instrument is given to  
**NORTH FEDERAL SAVINGS BANK**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **100 WEST NORTH AVENUE**

**CHICAGO, ILLINOIS 60610** ("Lender"). Borrower owes Lender the principal sum of **THIRTY NINE THOUSAND EIGHT HUNDRED AND NO/100**

Dollars (U.S. \$ **39,800.00**).

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 **JUNE 1, 2021**. 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 EIGHT (8) IN BLOCK THIRTY EIGHT (38) IN PENNOCK IN THE SOUTH  
WEST QUARTER (1/4) OF SECTION TWENTY SIX (26), TOWNSHIP FORTY (40)  
NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.**

**13-26-324-021**

which has the address of **2438 NORTH SPRINGFIELD, CHICAGO** (**Street, City**);  
Illinois **60647** (**Zip Code**);

(**Property Address**):

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In the person owed money, Borrower shall promptly furnish to Lender all notices of summons to be paid under this paragraph.

4. **Chargers:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may alien priorly over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**3. Acceptation of Payment.** Unless and otherwise law provides, all payment received by us under this instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender as a result of the sale of the time of acquisition or sale as a result of any time the same was received by Lender under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

If the excess funds held by Landlord exceed the amount of the security deposit held by Landlord in any amount of time, Landlord shall account to Borrower for the excess funds in accordance with the applicable law.

Borrower and Lender may agree to writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accountings of the Funds, showing credits and debits to the Funds and the purpose for which deposited to the Funds was made. The Funds are pledged as additional security for all sums accrued by this Security instrument.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service if Lender's law requires Lender to be paid by Borrower all attorney or consulting fees on the funds.

The Lender will receive the funds in an account which may be established by a trustee, attorney, or custodian, in accordance with the terms of the trust agreement.

Section 103(b) of the Act provides that the Secretary may issue regulations to carry out the purposes of the Act. The Secretary has issued such regulations.

<sup>1974</sup> as demanded from time to time, 12 U.S.C. Section 2601 et seq. ("RFSPA"). Unless another law shall applies to the Fund, member may estimate the amount of funds due on the basis of current data and reasonable estimates of future needs a lesser amount. If so, member may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

In any: (a) *scarcity*; (b) *inelastic* indifference curve; (c) *inelastic*, *horizontal* demand, *and* (d) *any convex* payoff function.

Leader of the day monthly paychecks are due under the note is paid to him, a sum (Funds) for (a) yearly taxes and assessments which may under his Security instrument as a lien on the Property; (b) yearly local bond payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premium.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Plaintiff in sums necessary to meet estimated expenses of Plaintiff's defense and preparation and trial of this action.

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.

Authorities by jurisdiction to contribute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited property against all claims and demands, subject to any inconveniences of record.

**BORROWER COVENANTS** that Borrower is lawfully engaged in the business described in the Schedule to this Agreement;

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all structures 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".

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3014 9/90

D. ROBERT HARLESS  
OFFICIAL SEAL

CHICAGO, IL 60610

This instrument was prepared by ROBERT H. HUSHER

1-30-95

My Commission Expires:

Given under my hand and official seal, this **1 MAY** 1991  
year and delivered the said instrument to **THEIR** free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **I** have  
, personally known to me to be the same person(s) whose name(s)

SONIA GOMEZ, HUSBAND AND WIFE  
the SANTOS GOMEZ AND

Notary Public in and for said county and state do hereby certify  
County of **ILLINOIS**

State Security Number \_\_\_\_\_  
Social Security Number **347-43-8003**  
Borrower \_\_\_\_\_  
(Seal)

State Security Number **347-43-8003**  
SONIA GOMEZ  
Borrower \_\_\_\_\_  
(Seal)

State Security Number **583-14-3586**  
SANTOS GOMEZ  
Borrower \_\_\_\_\_  
(Seal)

Witnesses:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
in any rider(s) executed by Borrower and recorded with it.

- Check applicable boxes:
- Adjustable Rate Rider
  - Condominium Rider
  - Family Rider
  - Fixed Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Biannual Payment Rider
  - Second Home Rider
  - Other(s) [Specify]
- V.A. Rider      Ballroom Rider      V.A. Rider

Security Instrument and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
The coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall affect and supplement  
the Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall affect and supplement  
this Security Instrument.

1991 JUN -3 PM 3:14  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

Submitted by	Address <b>3969235</b>	Promisee	Contra cert. to	File date	File no.

3969235

IN DUPLICATE  
**3969235**

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16. Borrower's Copy. Borrower shall be given one authorized copy of the Note and of its security instrument.

19. Governing law and severability. This Security Interest Agreement shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Interest Agreement or the Note is determined to be contrary to applicable law, such conflict shall not affect other provisions of this Security Interest Agreement or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Interest Agreement and the Note are determined

14. Notice. 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 otherwise agreed in writing.

13. **Joint Obligation.** If the joint obligation by this Agreement is satisfied or superseded in any manner without the knowledge of either party, the reduction will be treated as a partial payment toward the amount to be paid by the other party.

12. **Successors and Assignees** shall bind and be held liable for joint and several debts and expenses and assessments in respect of all other debts and expenses of this Security instrument and all payments of this Security instrument shall be successive and assignable, free of all encumbrances.

11. Borrower Not Responsible: Notwithstanding the foregoing, liability for payment of principal or interest on any loan made by Lender to any successor in interest of Borrower shall not operate to release the Secured party from its obligation to pay to Lender to the extent of Borrower's successor's liability for payment of principal or interest on any loan made by Lender to any successor in interest of Borrower shall not operate to release the Secured party from its obligation to pay to Lender to the extent of Borrower's successor's liability for payment of principal or interest on any loan made by Lender to any successor in interest of Borrower.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the nonmaturity payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to respond to Lender's letter to demand the removal of the property or to the sums

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums accrued by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accrued by this market value of the Property paid to Borrower, unless Borrower and Lender otherwise agree in writing, or unless Borrower and Lender otherwise agree in writing, or unless Borrower and Lender otherwise agree in writing, the sums accrued by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following ratios: (i) the total amount of the sums accrued immediately before the taking, divided by (ii) the total value of the Property immediately before the taking.

**10. Condemnation.** The proceeds of any award of damages, direct or consequential, in condemnation of other than any part of the Property, or for conveyance in lieu of condemnation, are hereby assessed and paid

9. Impression. Leader or his element may name representative emiries upon which inspections of the troops; 1. Leader sends place short notice in the time of or prior to an inspection specifying reasonable cause for the inspection.

Playameants may no longer be required, at the option of Landlord, if mortgage insurance coverage (in the amount and for the period

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**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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substance, that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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