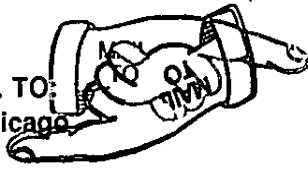


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RECORDATION REQUESTED BY:

Republic Bank of Chicago
1510 75th Street
Darien, IL 60561

WHEN RECORDED MAIL TO:
Republic Bank of Chicago
1510 75th Street
Darien, IL 60561



0010643061

6107/0041 87 006 Page 1 of 8
2001-07-19 11:43:31
Cook County Recorder 35.50



0010643061

SEND TAX NOTICES TO:
Republic Bank of Chicago
1510 75th Street
Darien, IL 60561

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE**

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

1510 75TH STREET
DARIEN, IL 60561

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 15, 2001. The mortgagor is, SALVATORE CICERO, whose address is 6188 S. KOSTNER AVENUE, CHICAGO, IL 60629 and LINDA F. CICERO, HUSBAND AND WIFE, whose address is 6188 S. KOSTNER AVENUE, CHICAGO, IL 60629 ("Borrower"). This Security Instrument is given to Republic Bank of Chicago, which is organized and existing under the laws of the State of Illinois and whose address is 1510 75th Street, Darien, IL 60561 ("Lender"). Borrower owes Lender the principal sum of Thirty Five Thousand & 00/100 Dollars (U.S. \$35,000.00). 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 21, 2006. 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:

THE SOUTH 1/2 OF LOT 2 (EXCEPT THE SOUTH 30 FEET THEREOF) IN BLOCK 1 IN FREDICKS H. BARTLETTS 63RD STREET SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 6188 S. KOSTNER AVENUE, CHICAGO, Illinois ("Property Address") and the Real Property Tax Identification Number of 19-15-321-040-0000;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be

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under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender

sale as a credit against the sums secured by this Security Instrument.

prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or

Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender,

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to

disclosure.

deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole

Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the

of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify

account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall

secured by this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums

to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give

interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires

pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with

the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to

annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on

the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds,

entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or

accordance with applicable law.

the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in

hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on

unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and

Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"),

federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a

paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items,"

premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of

property insurance premiums; (g) yearly flood insurance premiums, if any; (e) yearly mortgage insurance

on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or

("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien

shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower

under the Note.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

subject to any encumbrances of record.

record. Borrower warrants and will defend generally the title to the Property against all claims and demands,

to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right

"Property;"

covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the

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with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the such a default and reinstated, as provided in paragraph 18, by causing the action or proceeding to be dismissed materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition. Insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the Security Instrument, whether or not then due. The 30-day period will begin when notice is given.

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, 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

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected forth above within 10 days of the giving of notice.

any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

shall promptly furnish to Lender receipts evidencing the payments. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to due under the Note.

amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers

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

with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are **10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection inspection.

Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the **9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. agreement between Borrower and Lender or applicable law.

to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes (in Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage 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 effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in **8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured Lender to Borrower requesting payment.

bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured not have to do so.

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

Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, connection with the loan evidenced by the Note, including, but not limited to, representations concerning inaccurate information or statements to Lender (or failed to provide Lender with any material information) in 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

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

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.

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.

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

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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous with Environmental Law.

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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action 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 not apply to the present use, or storage on the Property of small quantities of Hazardous Substances that are anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, release of any Hazardous Substances, or permit the presence, use, disposal, storage, or

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or information required by applicable law.

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.

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.

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LINDA F. CICERO - Borrower
(Seal) *Linda F. Cicero*

SALVATORE CICERO - Borrower
(Seal) *Salvatore Cicero*

WITNESSES:

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

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OFFICIAL SEAL
KIMBERLY J MORGAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 25, 2004

My commission expires _____

Notary Public in and for the State of _____

By _____

Residing at _____

1510 75th St. Downers Grove, IL 60561

Given under my hand and official seal this _____ day of _____, 20 01

On this day before me, the undersigned Notary Public, personally appeared SALVATORE CICERO and LINDA F. CICERO, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the FNMA / FHLMC Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF ILLINOIS)
) SS)
) COUNTY OF COOK)

INDIVIDUAL ACKNOWLEDGMENT

MORTGAGE
(Continued)

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