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5581/0059 49 001 Page 1 of 6

2003-03-04 12:34:56

Cook County Recorder

34.50

Return To: NATIONAL CITY MORTGAGE CO
P.O. Box 8800 Dayton, OH 45401-8800

Prepared By: KIM CHAPETTA

NTA 03-1474

MORTGAGE

THIS MORTGAGE is made this 21 day of February 2003, between the Mortgagor,
RICHARD J BERTUCCI and RENEE L BERTUCCI Husband and Wife

(6)

(herein "Borrower"), and the Mortgagee,

National City Mortgage Co.
existing under the laws of The State of Ohio

, a corporation organized and
, whose address is

3232 Newmark Drive, Miamisburg, Ohio 45342

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 59,600.00, which indebtedness is evidenced by Borrower's note dated February 21, 2003 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 26, 2003;

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

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP-76(IL) (0204)

Form 3814

Initials: RB

Page 1 of 5

VMP MORTGAGE FORMS • (800)521-7291

R.B.



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Form 3814

Page 2 of 5

NMP-76(1L) (0204)

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

4. Prior Mortgages and Liens; Liens, Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement which has priority over this Mortgage, and leases held by lessees of ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly remit to Borrower, after payment in full of the balance due on this Note, any funds held by Lender at the time of

dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the First held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

UNIFORM COVENANTS. Both we and [redacted] Endeavor Covenants and agree as follows:

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

rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in this Mortgagor's interest) are hereinafter referred to as the "Property". Borrower with said property is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and

ARLINGTOON HEIGHTS [City], Illinois 60004 (ZIP Code) ("Property Address");

which has the address of 1402 N CHICAGO AVE [Street]

Parcel ID #: 03(93)6013

610-11000

SEE LEGAL DESCRIPTION

State of Illinois:

To Lender the following described property located in the County of Cook,

SEE LEGAL DESCRIPTION

State of Illinois:

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. 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.

11. 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 16 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 with 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.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated 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.

13. 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 conflict 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

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

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to men to the sums secured by this Mortgage; the receiver shall be liable to account only for those rents actually received.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed, have the right to sue and recover such sums as may become due and payable.

the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 17 the cost of or abandonment of the Property, have the right to sell or certain such items as they become due and payable.

hereby shall remain in full force and effect as if no acceleration had occurred.

18. Borrower's Right to Remonstrate. Notwithstanding anything to the contrary, if any provision of this Mortgage due to Borrower's breach, Borrower shall have the right to have any procedure begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enjoining this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower taken in this Mortgage; (d) Borrower makes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured by this Mortgage shall continue unimpaired.

Judicial Proceedings. Lender shall be entitled to collect all such proceeds of foreclosure, including, but not limited to, reasonable attorney fees and costs of collection, attorney's fees and expenses of foreclosure, but not

17. Acceleration; Precedents. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement prior to acceleration, Lender may give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breaches, (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; (4) that failure to cure such breach on or before such date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the property. The notice shall further inform Borrower of the right to remitate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by

Mortgage without the prior notice or demand on Borrower.
NON-UNIFORM COMMUNANTS. Borrower and Lender further covenant and agree as follows:

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 Note.

Under s prior written consent, Lender may, at its option, render immediate payment in full of all sums secured by this Mortgage.

Borrower may have against parties who supply labor, materials or services in connection with improvements made to the property.

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 Debtor or any other party, to the extent necessary to perfect the security interest in such property, in such manner as Lender may require.

15. Rehabilitation Loan Agreement: Borrower shall fulfill all of Borrower's obligations under any home rehabilitation agreement or other loan agreement which Borrower enters into with Lender. Under such agreement, may require immediate repayment of all or a portion of the principal amount outstanding if Lender's option may require

14. Borrower's Copy. Borrower shall be furnished a conforming copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

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

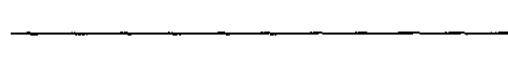
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.


RICHARD J. BERTUCCI (Seal)
-Borrower

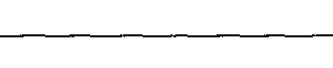

RENEE L. BERTUCCI (Seal)
-Borrower

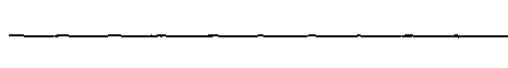

(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower

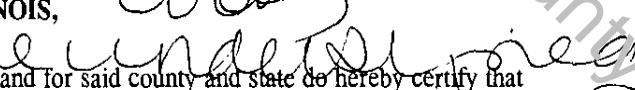

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-Borrower

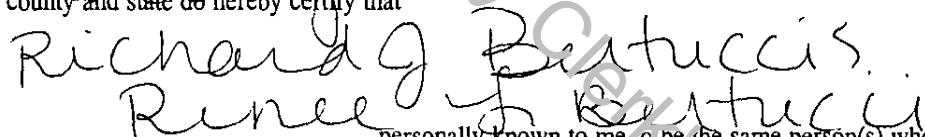
STATE OF ILLINOIS,

Cook

I, 
a Notary Public in and for said county and state do hereby certify that

[Sign Original Only]

County ss:

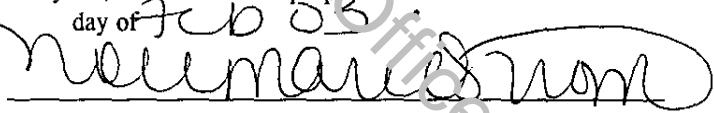

Richard J. Bertucci


Renee L. Bertucci personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

21 day of Feb 03

Noel Marie Strom


Notary Public

30302202

My Commission Expires:



LEGAL DESCRIPTION
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LOT 100 IN RAYMOND L. LUTGERT'S SUBDIVISION OF THE WEST 78 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, ESAT OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 25 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

30301202