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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 8,  
1985. The mortgagor is ENRIQUE M. MORALES and ISABEL MORALES, his wife, and JUAN B.  
DOMINICCI, a bachelor, ("Borrower"). This Security Instrument is given to ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing  
under the laws of the United States of America, and whose address is 1447 South 40th Court, Cicero, Illinois 60650 ("Lender").  
Borrower owes Lender the principal sum of NINETY THOUSAND AND NO/100THS  
Dollars (U.S. \$90,000.00). 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 November 1, 2015. 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 in Cook County, Illinois:

Lot 39 (except the South 1 foot thereof) in Block 50 in Second Addition  
to Walter G. McIntosh Metropolitan "L" Subdivision, being a Resubdivision of  
Blocks 16, 17, 47 to 52, inclusive, in Section 19, Township 39 North, Range  
13, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 1501 South Maple Avenue, Berwyn,  
[Street], [City]  
Illinois 60402, (Property Address); (Zip Code)

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 warrants 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 variations by jurisdiction to constitute a uniform security instrument covering real property.

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1447 So. 49th Court, Cicero, IL 60650

This instrument prepared by: N. Bartons, St. Anthony Federal Savings and Loan Ass'n.

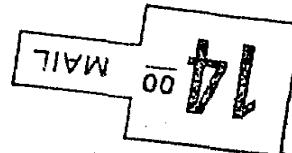
*M.A./fo.*  
Notary Public

NY Commission Expires: February 4, 1999

Witness my hand and official seal this 8th day of October 1985

said instrument for the purposes and uses herein set forth.  
 (he, she, they)  
 either free and voluntary act and deed and they executed  
 foregoing instrument, have executed same, and acknowledged said instrument to be  
 or proved to me to be the person(s) who, being informed of the contents of the  
 JUAN B. DOMINICCI, a bachelor, personally appeared before me and is (are) known  
 and state, do hereby certify that EMILIO M. MORELLES and ISABEL MORELLES, his wife and  
 I, *Eduardo P. Landaeta*, a Notary Public in and for said county,

COUNTY OF COOK SS:  
 DEPT-A1 RECORDING STATE OF ILLINOIS  
 #6663 # 10 10/28/96 09:20:49  
 14444 TRAN 0445 10/28/96 09:20:49  
 \$4.99



[Space Below This Line For Acknowledgment]

JUAN B. DOMINICCI - Borrower  
 EDUARDO P. LANDAETA - Notary Public  
 (Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.  
 BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security  
 24. Mortgagor intends to occupy the property as their primary residence.

Other(s) [Specify]  Graduated Payment Rider  Planned Unit Development Rider  
 Adjustable Rate Rider  Condominium Rider  2-4 Family Rider

Instrument [Check applicable boxes(es)]  
 Supplemental instruments and agreements of each such rider shall be incorporated into and shall amend and  
 this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
 23. Riders to this Security Instrument, if none or more riders are executed by Borrower and recorded together with  
 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
 instrument, the collection of rents, including, but not limited to, payment of the fees, premiums on  
 receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
 prior to the expiration of the period of redemption following judicial sale, Lender (in person, by agent or by judicial  
 appointment, receiver) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
 this Security instrument without further demand and may foreclose this Security Instrument in full or all sums secured by  
 before the date specified in the notice, Lender at its option may require immediate payment of all sums secured by  
 instrument of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or  
 unless otherwise provided in this instrument, for acceleration and sale of the Property. The notice shall furnish  
 and (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
 breach of any covenant or agreement in this Security instrument (but not prior to acceleration following  
 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following  
 NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 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.

**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 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.

**11. 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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 conformed 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. Those 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 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 paragraphs 13 or 17.

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instruments, unless Borrower and Lender agree to other terms of payment than those set forth in this Paragraph 7 shall bear interest debited by Borrower secured by this instrument.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by Lender may take certain under this Paragraph 7, Lender does not do so.

Lender may take certain under this Paragraph 7, Lender does not have to do so. Instruments, applying in court, paying reasonable attorney's fees and encroaching on the Property to make repairs. Although

Lender's sections may include paying any sums secured by a lien which has priority over this Security, unless Borrower and Lender may do and pay for whatever is necessary to protect the Property and Lenders' rights in the Property, then Lender may do a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender as a Proceeding in bankruptcy, probate, for condemnation that may significantly affect Lenders' rights in the Property (such as a Proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) that may do and pay for whatever is necessary to protect the Property and Lenders' rights in the Property, then Lender may do a proceeding in bankruptcy, probate, for condemnation that may significantly affect Lenders' rights in the Property (such as a Proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations).

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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, Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leases. Borrower shall comply with the provisions of the lease, and if Borrower acquires the amount of damage or substantially change the Property to deteriorate or commit waste, if this Security Instrument is on a leasehold, Borrower shall company with the Property to the extent of the lease, and if Borrower destroys, damage or substantially change the Property, allow the Borrower adequate time to repair, the lease to the extent of the damage or substantially change the Property to deteriorate or commit waste, if this Security Instrument is on a leasehold, Borrower shall company with the Property to the extent of the lease, and if Borrower acquires the amount of damage or

Instrument immediately prior to the acquisition.

Lender may take certain under this Paragraph 7 unless Lender agrees to the merger in writing. Postpone due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 19 to any insurance policies and proceed to principal to the payments, unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or when the notice is given.

Lender may make proof of loss if not made prompt by Borrower. Any damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from under Paragraph 19 to the Property is required by Lender, to any insurance policies and proceed to principal to the payments, unless Lender otherwise agrees in writing.

Borrower shall comply with the instructions of the lessee from Lender, who may use the lessee to repair or restore the property, if the lessee is not economic liability feasible or Lender's security would be lessened, within days of receiving notice by Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restoration or repair is not economic liability feasible and Lender's security is not lessened, if the

Property damaged, if the restoration or repair is applied to repair or restoration or repair is applied to repair or to the sum secured by this Security Instrument, whichever is not due, within days of receiving notice by Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or

carries Lender, Lender may make proof of loss if not made prompt by Borrower. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be chosen by Borrower subject to Lender's approval which shall be received by Lender 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 promptly give to Lender

Lender shall have the right to hold the policy for Lender, and Lender shall accept the insurance until payment in full of the obligations of Lender, who hazards included within the term "exten ded coverage", and any other hazards for which Lender

insured against loss by fire, hazards included within the term "exten ded coverage", and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter erected on the Property of the giving of notice.

Borrower shall provide insurance within the term "exten ded coverage" for hazards now existing or hereafter erected on the Property of the giving of notice.

Borrower shall pay all taxes, assessments, charges, fines and imposed contributions attributable to the property which may attain priority over this Security Instruments, and Lender's obligation to pay them on time directly to the lessor of the obligation, or if not paid in that manner, Borrower shall

agreees in writing to the payment over to the lessee in a manner acceptable to Lender, (b) consents in good faith the lien by, or defenses against enforcement of the lien in, legal proceedings which in the Lender to pay all taxes, assessments, charges, fines and imposed contributions attributable to the property which may attain priority over this Security Instruments, and Lender's obligation to pay them on time directly to the lessor of the obligation, or if not paid in that manner, Borrower shall

agreees in writing to the payment over to the lessee in a manner acceptable to Lender, (a) consents in good faith the lien by, or defenses against enforcement of the lien in, legal proceedings which in the Lender to pay all taxes, assessments, charges, fines and imposed contributions attributable to the property which may attain priority over this Security Instruments, and Lender's obligation to pay them on time directly to the lessor of the obligation, or if not paid in that manner, Borrower shall

Note: third, to amounts payable under Paragraph 2, fourth, to interest due, and last, to principal due.

3. Application, Law, Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a credit; and, third, to amounts secured by this Security instrument.

Upon receipt of all funds secured by Lender, Lender shall provide at the time of sale of the Property is sold or its acquisition by Lender, any funds held by Lender at later than immediately herein by Lender, if under payment of all sums secured by this Security instrument, Lender shall refund to Borrower any amount necessary to make up the deficiency in one of more payments made by Lender, Lender shall provide at the time of

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall pay to Lender the amount of the funds held by Lender, either promptly repaid to Borrower or credited to Lender in one of more payments made by Lender, Lender shall provide at the time of

this Secuity Instruments.

The Funds shall be held in an institution the depositor of which are insured by a federal or state agency (including Lender if Lender, together with the future monthly payments of Funds payable prior to

Lender may not charge for holding and applying the Funds, Lender shall apply the Funds to pay the escrow items, state agency (including Lender if Lender, together with the future monthly payments of Funds payable prior to

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall pay at Borrower's option, either promptly repaid to Lender, either prior to Escrow or on monthly payments of Funds, if the excess shall give to Lender the interest shall be paid on the escrow items when due, Borrower shall pay to Lender the

amount of the funds held by Lender, either prior to Escrow or on monthly payments of Funds, if the excess shall give to Lender the interest shall be paid on the escrow items when due, Borrower shall pay to Lender the amount of the funds held by Lender, either prior to Escrow or on monthly payments of Funds, if the excess shall give to Lender the interest shall be paid on the escrow items when due, Borrower shall pay to Lender the

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due

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2-4 FAMILY RIDER 55316  
(Assignment of Rents)

IF THE BORROWER SHALL DEFAULT ON MORTGAGE NOTE, THIS RIDER WILL TAKE EFFECT: THIS 2-4 FAMILY RIDER is made this 8th day of October, 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 ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1501 South Maple Avenue, Berwyn, IL 60402

[Property Address]

**2-4 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 revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues 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 revenues 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 2-4 Family Rider.

*Enrique M. Morales* .....(Seal)  
Enrique M. Morales -Borrower

*Isabel Morales* .....(Seal)  
Isabel Morales -Borrower

*Juan B. Dominicci* .....(Seal)  
Juan B. Dominicci -Borrower

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