

# UNOFFICIAL COPY

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## MORTGAGE

506330-0

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 31  
19 85 The mortgagor is JOHN A. CENCIG, DIV. NOT REMARR.

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

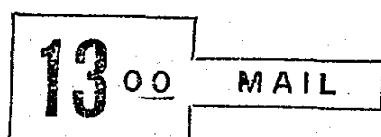
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is  
1210 CENTRAL AVENUE  
WILMETTE, ILLINOIS 60091

("Lender").

Borrower owes Lender the principal sum of  
ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED AND NO/100---

Dollars (U.S. \$ 119,200.00). 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 81 IN VIRGINIA LAKE SUBDIVISION UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



02-12-405-002

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which has the address of 1218 EAST COOPER , PALATINE  
[Street] [City]  
Illinois 60067 ("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.

**UNOFFICIAL COPY** 60362 SIOS

-85-271693

EVANSTON, IL 60202

BORRIZON FEDERAL SAVINGS BANK

PREPARED BY: *D. J. B.*

My Commission expires: *Dec 1989*

Given under my hand and official seal this day of *March* in the year of *1989*

Signed and delivered the said instrument as *115* price and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
is personally known to me to be the same person(s) whose name(s) is  
hereby certify that JOHN A. CENCGIC, DIV. NOT REMARR.  
, a Notary Public in and for said county and state,  
County ss: *Cook County*  
[Space Below This Line for Acknowledgment]

STATE OF ILLINOIS, *Donald M. Lake*

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

JOHN A. CENCGIC

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

22. Whether or not members, borrower and record together.  
 23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with  
 Security instrument, the co-contractants and agreements of each such rider shall be incorporated into and shall govern  
 the instrument. [Check applicable box(es)]  
 Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Graduate Family Rider       Planned Unit Development Rider  
 Other(s) [Specify] \_\_\_\_\_

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not until ten days after notice of any period of redemption, take possession of all rights to the Property.  
21. 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 recording costs.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 because of any covenant or agreement otherwise. The notice shall specify: (a) the date when acceleration is required to cure the defaults; (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, foreclosing and sale of the property. The notice shall specify the date acceleration is required to cure the default, without specifying the date acceleration will occur. The notice shall specify: (b) the date acceleration is required to cure the defaults; (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 the notice is given to Borrower, by which the default must be cured, results in acceleration of the sums secured by this Security Instrument, foreclosing and sale of the property.

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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 Bound; 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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Any amounts disbursed by Lender under this paragraph 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.

**7. Protection of Lenders' 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 affects the title to the property, Lender may institute proceedings to recover the amount due to it under this instrument.

**6. Preservation and Maintenance of Property; Leases.** Borrower shall not destroy, damage or subvert any property of Lender or its lessees, and shall not commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee little to the property, the lessee shall not merely refuse to pay the rent or otherwise interfere with the property.

Unless the notice is given,  
when the Borrower otherwise agrees 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.  
under paragraph 19 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  
Interest, provided that the security interest in the Property shall remain in effect until the payment in full of all amounts  
due under this Agreement.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damage, if the restoration or repair is economically feasible and Lender's security interest is not lessened. If the restoration or repair is not feasible in writing, insurance proceeds shall be applied to repair or replace the property or to restore it to its pre-damage condition or to repair or replace the property or equipment so that it is substantially equivalent to the damaged property or equipment. The cost of repair or replacement shall be paid by the Borrower and the Lender shall be entitled to payment of the amount so expended from the insurance proceeds. The Lender may sue the property owner to recover the amount so expended. The Lender may sue the insurance company to recover the amount so expended. The Lender may sue the insurance company to recover the amount so expended.

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 rewrites shall promptly give to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Notice: Premiums may be due in advance, or more often than once a year, at the option of the carrier. Premiums shall be charged in advance, or more often than once a year, at the option of the carrier.

Borrower shall promptly disclose to the obligee amount of the obligation, calculated by the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the obligation, executed by the lien in a manner acceptable to Lender; (b) certifies in good faith the lien by, or defers against the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the instrument satisfaction to Lender prior to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect this Security Instrument, Lender may give Borrower a copy of the instrument prior to this Security Instrument.

Note: turns, to numerous paydays, under contract, to meter readers; and rates, to principals due.

4. Charters; Loans. Lessor will pay all taxes, assessments, charges, fines and impossible to the property which may claim priority over this Security Instrument, and lessor should payments of principal and interest, to be paid during his/her term.

Borrower shall pay all taxes, assessments, charges, fines and impossible to the property which may claim priority over this Security Instrument, and lessor should payments of principal and interest, to be paid during his/her term, if any.

Pay them on time directly to the person named paymen, Borrower shall promptly furnish to Lender all notices of amounts to be paid during his/her term, and lessor makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid during his/her term, if any.

If B/C were makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid during his/her term, and lessor makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid during his/her term, if any.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose of which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

state Agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the screw items.

The leasehold payments or rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 made by Borrower.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written agreement by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may accrue prior to the date this Security instrument is (b) yearly