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COOK COUNTY, ILLINOIS
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Return to **TH BOX92**

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 8, 1986**.
The mortgagor is **JOSEPH J. CASTRO AND MARILYN BORG CASTRO, HIS WIFE** ("Borrower"). This Security Instrument is given to **FIRST NATIONAL BANK OF SKOKIE**, A National Banking Association, which is organized and existing under the laws of the United States of America, and whose address is **8001 Lincoln Avenue, Skokie, Illinois 60077** ("Lender"). Borrower owes Lender the principal sum of **SEVENTY TWO THOUSAND AND 00/00 Dollars (U.S. \$ 72,000.00)**. 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 **OCTOBER 1ST, 2001**. 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 145 in First Addition to Northfield Woods a Subdivision of part of Lots 3 and 4 all of Lot 5 in Superior Court Partition of Lots 6 and 8 in County Clerk's Division in the West half of Section 29 and also of Lots 7 and 8 In County Clerk's Division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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THIS DOCUMENT PREPARED BY:
Yvonne Salvintiny
FIRST NATIONAL BANK OF SKOKIE
8001 Lincoln Ave.
Skokie, Ill. 60077

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which has the address of **4715 LOCUST AVE.** (Street), **GLENVIEW** (City).

Illinois, **60025** (Zip Code); ("Property Address"); P.I.N. **04-30-410-005**.

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 soised 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 Rev.b/88 Typewrft Co., Chicago

... SEE ABOVE
(Name)

... (Address) ...

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Form 301A Rev 6/85 - Typecast Co., Inc. - Chicago

Notary Public

My Commission expires: JUNE 31, 1989

Given under my hand and official seal, this 11 day of SEPTEMBER 1988
Signed and delivered the said instrument as this day free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same persons(s) whose name(s) are
do hereby certify that JOSEPH J. CASTRO AND MARIJIN BORG CASTRO, HIS WIFE
I, Notary Public in and for said county and state,
the undersigned
County ss: COOK
STATE OF ILLINOIS.

JOSEPH J. CASTRO
MARIJIN BORG CASTRO, HIS WIFE
BY: *John J. Castro*
Identifications No. 5962
FIRST NATIONAL BANK OF ST. KROK
ASSISTANT VICE PRESIDENT
Moritgage has been identified in the within
The instrument Note mentioned in the within
IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Instrument, [Check applicable boxes] 23. Rider
Instrument the conventions of this Security Instrument as if the rider(s) were a part of this Security
Supplemental instrument, the conventions of each rider shall be incorporated into this Security
Property including those past due rents collected by Borrower and recorded together with
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premium on
the property included in those past due rents collected by the receiver shall be applied first to collect the rents of
applicable interest prior to curing the default or abandonment of the property and or by judicial proceeding
prior to the expiration of any period of redemption following judicial sale, lender (in person, by agent or by attorney
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but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 23, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding
before the date specified in the notice, lender or its option may terminate payment in full of all sums secured by
excessive of a default or other default after acceleration and foreclosure. If the notice is not cured on or
before the date specified in the notice, lender to assert in the property, the notice shall serve notice of the sums
secured by this Security instrument, foreclosure by judicial proceeding and sale of the property. The notice shall serve
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
deemed (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless otherwise provided elsewhere; (a) the notice shall specify; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's
non-uniform covenant and Lender further covenant and agree as follows:

- Adjustable Rate Rider Planned Unit Development Rider 2-4 Family Rider
 Graduate Payment Rider Condominium Rider Other(s) [Specify]
Instrument [Check applicable boxes] 22. Waiver of Homeowner's Insurance
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
receptor's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.
the property including those past due rents collected by Borrower and recorded together with
costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premium on
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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground 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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by 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, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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 shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of 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 lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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18. Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time during the period 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 enjoining the sale of the Property for reinstatement before sale of the Property pursuant 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 (c) entry of a decree of foreclosure or sale of the Property pursuant to any power of sale contained in this Security Instrument before sale of the Property pursuant 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 (d) entry of a decree of foreclosure or sale of the Property pursuant to any power of sale contained in this Security Instrument before sale of the Property pursuant 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.

reduces the notice period to 30 days from the date of this document, which remains valid.

16. Borrower shall be given one 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 his 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 Section 7-3-103(d) of the Uniform Instruments Act.

13. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is declared to be illegal or unenforceable, such provision shall be severed from the remaining provisions of this Security Instrument and the Note and the Note can be given effect without the conflicting provision. To the extent that the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address of Borrower provided for in this Security Instrument or by first class mail unless Security Instrument specifies otherwise. Any notice to Lender shall be given by first class mail to Lender's address specified herein or by other address by Borrower to Lender notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given given as provided for in this paragraph.

13. **Legislations Affection Lenders' Rights.** If enacted, or application of applicable laws has the effect of rendering any provision of this 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.

12. Loan Charges. If the loan secured by this Security Instrument is subjected 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 limits; and (b) any sums already collected from Borrower which exceed 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.

11. Successors and Assignees; Joint and Several Liability; Cofiducies. The convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 7, Borrower's co-debtors, and agreeements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the same; (a) is co-signing this Security Instrument only to convey title Borrower's interest under the terms of this Security Instrument; (b) is not responsible, and any other Borrower may agree to pay the sums secured by this Proprietary Interest under the terms of this Security Instrument; (c) is not liable to pay modelly, forbear or release of this Security Interest; and (d) is not liable to pay the fees and expenses of this Security Interest in connection with the collection of any amount due hereunder.

by the original Borrower or Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless a lender and borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

10. Borrower Not Released; Preference by Lender Note a Waiver. Extension of the time for payment of amortization of principal payables by this Secured instrument granted by any successor in interest of Borrower shall not operate to release the liability of the original Borrower unless so in the instrument or otherwise made by agreement of the sums secured by this Secured instrument by reason of any demand made

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offer is made an award of either a claim for damages, Borrower fails to respond to Lender's notice within 30 days after the date the notice is given, Lender is authorized to collect and apply the instrument, whether or not then due.

the amount of the proceeds upon payment of the principal and interest due on the Note.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument 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 applied to the sums secured by the amounts of the proceeds multiplied by their relative fractions: (a) the total amount of the sums secured immediately

9. Condemnation. The proceeds of any award of 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

Both parties shall pay the premium, and the sum which may be necessary to meet the expenses of collection shall give Borrower's notice at the time of or prior to an inspection specifying reasonable cause for the inspection.