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CHICAGO, ILLINOIS
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MORTGAGE

Box 404

THIS MORTGAGE ("Security Instrument") is given on May 24, 1986. The mortgagor is Joseph J. DeMasi and Clara J. DeMasi, his wife. ("Borrower"). This Security Instrument is given to SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 3525 West 63rd Street - Chicago, Illinois 60629 ("Lender"). Borrower owes Lender the principal sum of Thirty Thousand Seven Hundred and No/100 Dollars (U.S. \$ 30,700.00). 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 June 1, 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 14 in Block 73 in Frederick H. Bartlett's Third Addition to Garfield Ridge being a Subdivision of all that part of the East 1/2 of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, lying North and West of the Right of Way of the Indiana Harbor Belt Railroad (except the West 1/2 of the West 1/2 of the North East 1/4 of said Section 17, Township 38 North, Range 13, East of the Third Principal Meridian) and also that part of the North 3/4 of the East 1/4 of the North East 1/4 of said Section 17, Township 38 North, Range 13, East of the Third Principal Meridian, lying East of said Right of Way of the Indiana Harbor Belt Railroad, in Cook County, Illinois.

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which has the address of 5732 S. Central Ave., Chicago, [City]
[Street]
Illinois 60638, ("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 seised 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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Box 404

M311 7d

4062 Southwest Highway
Sandia Beach
Hometown, IL 60456

THIS INSTRUMENT WAS PREPARED BY:
(Space Below This Line Reserved For Lender and Recorder)

Notary Public

Mark J. Demasi

My Commission expires: 8-14-89

Given under my hand and official seal, this 24th day of May 1986

set forth.

signed and delivered the said instrument as 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 person(s) whose name(s) are
do hereby certify that, Joseph J. Demasi, and Clara J. Demasi, his wife,
I, a Notary Public in and for said county and state,
Mark J. Demasi

STATE OF ILLINOIS, County ss:

X *Mark J. Demasi*
Joseph J. Demasi
Borrower
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it,
BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security
Agreement, [Check applicable box(es)]

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

Instrument, the co-entrants and agreeents 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 one or more riders are 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, including title to the property and collection of rents, including, but not limited to, receiver's fees, premiums on
receivers bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.
the Property including those due. Any rents collected by the receiver shall be applied first to payment of the
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
applicable receiver shall be entitled to enter upon, take possession of and manage the Property until the
prior to the expiration of any period of redemption following judgment sale. Lender (in person, by agent or by judicially
20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney's fees and costs of title evidence.
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 sue to collect this Security instrument by judicial proceeding.
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
mortgage Borrower of the rights to remit after acceleration and foreclosure. If the default is not cured
secured by this Security instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
unless specified otherwise. The notice shall specify: (a) the date of the default; (b) the notice shall be given to Borrower
and (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 applicable law provides otherwise. The notice shall specify: (a) the date of the default; (b) the notice required to cure the
breach of any covenant or agreement otherwise. 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 COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 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, then to the principal of the Note, and then to interest and principal on any Future Advances.

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 improvements 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 Remonstate. If Borrower meets certain conditions, Borrower shall have the right to have enforceable law specifically for remonstrants before sale of the Property pursuant to any power of sale contained in this Securable instrument; or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower: (a) pays Lentender all sums which heen would be due under this Security instrument and the Note had no acceleration occurred; (b) cures any other covenants or agreements; (c) pays all expenses incurred in enforcing this Securable instrument; and (d) pays Lentender the sum of twenty dollars (\$20.00) for each day that Borrower fails to remit to Lentender the amounts secured by this Security instrument fully effective as if no acceleration had occurred. However, this right to remonstrate shall not apply in the case of acceleration under paragraphs 13 or 17.

II. Lennder shall provide a period of less than 30 days from the date the notice of re-cessation is delivered to Borrower to pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lennder may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

general law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by securities laws or by this Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, prior written consent, Lender not being entitled to exercise such option unless Lender has given notice of intention to do so to the Borrower and Borrower has failed to pay when due any amount due under this instrument or any other instrument or agreement between Lender and Borrower.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 of this Security Instrument is held to be contrary to 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 Note are declared to be severable.

This address is subject to change at any time. Please refer to the latest version of the Security Instruction Manual for the most up-to-date information.

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 given by deliverying it or by

13. Legislation Affecting Lennder's Rights. If enactment of application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary according to its terms, Lennder, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedy permitted by paragraph 19. If Lennder exercises this option, Lennder shall take one step specified in the second paragraph of

11. Successors and Assigees; Headings; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and control the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements of this Security Instrument shall be joint and several liabilities of Lender and Borrower, subject to the terms of this Security Instrument.

Postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments. Postpone or Not Release; Forbearance By Lender Not a Waiver. Extension of the time for payment of principal and interest or modification of arrangement 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 Borrowers successors in interest of Borrower; but if otherwise required by law, the sum paid by Borrower to Lender in payment of principal or interest or otherwise shall be deducted from the amount of the principal balance of the loan.

If the Property is abandoned by Lender or Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender's authority to collect and apply the proceeds, either to restoration or repair of the Property or to the sums so used by this instrument, shall not then due.

unless Borrower, whether or not, then due, with any excess paid to Borrower. In the event of a partial taking of the Property, instruments, whether or not, then due, with any excess paid to the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

9. **Condemnation.** If the proceeds of other part of the Property, or for conveyance in lieu of condemnation, in connection with any condemnation of any award of claim for damages, article of consequence, are hereby assessed and shall be paid to Lender.

Insurance terminates in accordance with Borrower's written agreement or applicable law.

If Lender required mortgagage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the