

# UNOFFICIAL COPY

This instrument prepared by:  
MAIL TO: Plaza Bank Norridge Illinois  
7460 W. Irving Park Road  
Norridge, Illinois 60634

Cook County, Illinois  
RECORD

1986 JUN 30 PM 12: 25

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13 00

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... June 26 ..... 19...86.. The mortgagor is ..... John Koutropoulos and Amy Koutropoulos, his wife and Elias G. Faklaris & Katina Faklaris, his wife ("Borrower"). This Security Instrument is given to ..... Plaza Bank Norridge Illinois ..... which is organized and existing under the laws of ..... Illinois ..... and whose address is ..... 7460 W. Irving Park Road, Norridge, Illinois 60634 ..... ("Lender"). Borrower owes Lender the principal sum of .... Seventy-Two Thousand and Eight Hundred ..... Dollars (U.S. \$.... 72,800.00 ....). 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 27, 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:

The North 30 feet of Lot 7 in W. H. Eldred's Boulevard subdivision being a subdivision of the East 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian, (South of Indian Boundary line) in Cook County, Illinois.

PIN: 13-17-317-019

NP

which has the address of ..... 4046 N. Austin ..... Chicago .....  
(Street) (City)  
Illinois ..... 60634 ..... ("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.

68699298

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(Specify Below This Line Reserved for Lender and Recorder)

Notary Public

My Commission expires: 11-21-89

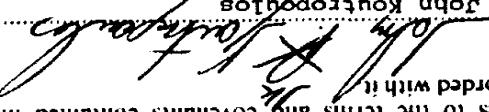
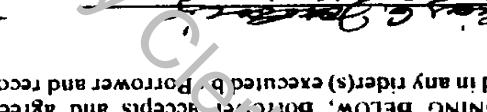
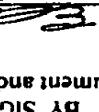
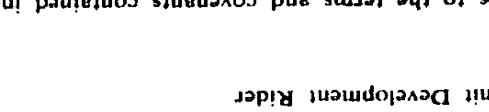
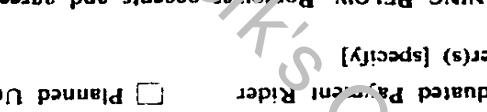
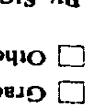
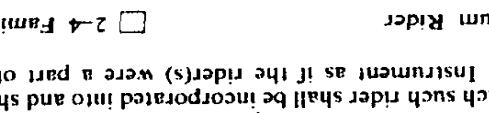
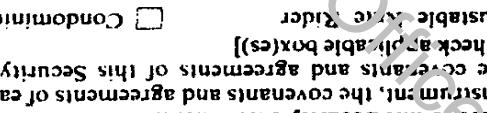
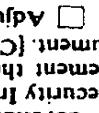
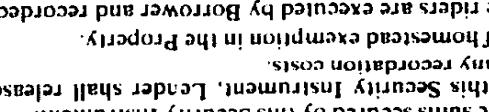
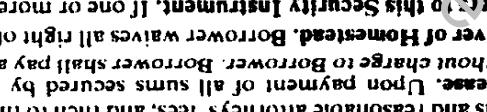
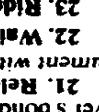
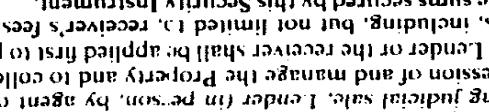
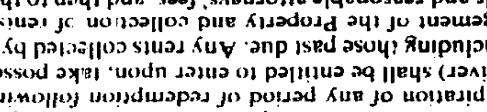
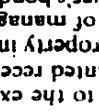
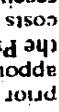
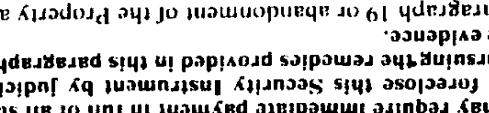
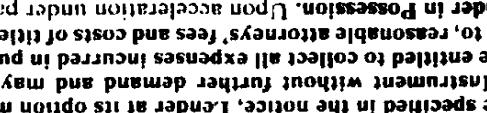
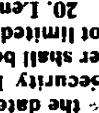
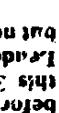
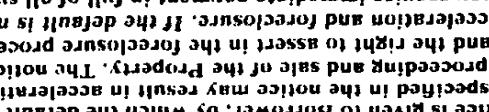
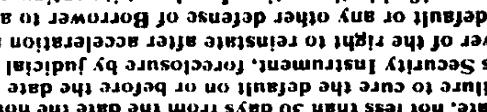
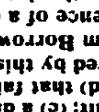
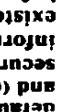
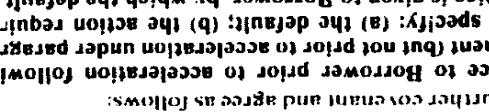
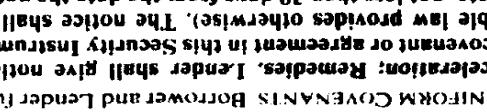
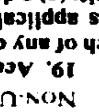
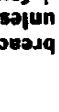
Given under my hand and official seal, this, 26th day of June, 1986.

Subscribed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

I, John Koutzopoulos, Notary Public, do hereby certify that John Koutzopoulos, and Amy Koutzopoulos, his wife, and Elitas G. Taklaris and Katerina Taklaris, his wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge(d) that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS  
Cook County, Illinois  
Notary Public

86266959

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.	
<p><u>Elias G. Paklartas</u></p> <p>Elias G. Paklartas John Koutopoulos Amy Koutopoulos, his wife Kattina Paklartas, his wife Lorraine Paklartas</p> <p>John Koutopoulos Amy Koutopoulos, his wife Kattina Paklartas, his wife Lorraine Paklartas</p>	
<p>Instrument and in any rider(s) executed by Borrower and recorded with it.</p> <p>(Seal) </p> <p>(Seal) </p> <p>(Seal) </p> <p>(Seal) </p> <p>(Seal) </p>	
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20. **Lender in Possession.** Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment of the Property reciever) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property included in the reciever's bill of lading, but not limited to payment of all sums secured by this Security instrument of management (house, bonds and receivables of all kinds, fees, costs of collection, etc., included in the bill of lading, but not limited to payment of all sums secured by this Security instrument).

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 recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **Ride Out.** This Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the one or more riders are part of this Security instrument.

24. **Instrument.** [Check applicable box(es)]

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

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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; 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. Noticees.** 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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Lender may take action under this paragraph, Lender does not have to do so.  
A beneficiary of this debt may sue to collect it.  
Securitization of additional debt by Borrower secures this debt.  
Securitization of additional debt by Borrower secures this debt.  
Securitization of additional debt by Borrower secures this debt.

7. Protection of Lenders' Rights in the Property: Mortgagor shall not alienate or encumber the property without the prior written consent of the Lenders, which consent shall not be unreasonably withheld or delayed. The Lenders' rights in the property shall be subordinate to the rights of the mortgagee, but shall have priority over all other charges on the property.

6. Preservation and Maintenance prior to the acquisition. Borrower shall not destroy, damage or substantially change 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 in writing.

Unless the notice is given, unless the Borrower otherwise agrees in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 of change in the amount of the payments. If positive 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 the extent of the sums secured by this Security interest.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause, unless otherwise specifically withheld.

of the giving of notice.

4. **Charges:** Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may arise directly over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay these amounts in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay all amounts due directly to the receiver, owed by Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If the receiver makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph.

**3. Applications of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 should be applied; first to amounts payable under paragraph 2; second to interest; and last to

redundancies in respect to the 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 debts due to the Funds was made. The Funds are pledged as additional security for the sums secured by

The Funds shall be held in an institution the deposits or accounts of which are insured 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, annualizing the account or certifying the escrow items, Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender shall be liable to the Funds for all losses suffered by the Funds, including attorney fees, costs and expenses, which shall be paid to the Funds, unless otherwise provided in the Note.

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 Securitity Instrument; (b) yearly leasehold payments for ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgagage premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the mortgagage instrument, if any.

1. Payment of Principal and Interest; Prepayment and Late Charges. Creditors shall pay principal and interest on the debt evidenced by the Note and any written waiver of a written waiver by the Noteholder shall be ineffective. Shalloway Prepaid Power shall pay principal and interest on the debt evidenced by the Note and any written waiver by the Noteholder shall be ineffective.