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Prepared by and studied by
Christina Wise
National Home Financing Corporation
799 Roosevelt Road Suite 220 Bldg 3
Glen Ellyn Illinois 60137

86305303

51109771X

MORTGAGE

This MORTGAGE ("Security Instrument") is given on July Fifteenth
1986 by and for the use of **Gerald E. Malizia, A Single Person**
National Home Financing Corporation
The State of Illinois
799 Roosevelt Road Glen Ellyn Illinois 60137
for the purpose of securing the payment of a loan in the amount of
Forty Four thousand and no/100
dollars \$ 44,000
This debt is evidenced by a Note with a term of 30 years, with monthly payments, with the full debt of not
less than \$ 44,000, due on July 1, 2001.
This Security Instrument is given to National Home Financing Corporation, a corporation organized under the laws
of the State of Illinois, and all records, extensions and
amendments to the Note, together with the original and all copies of this Security Instrument, are to be
deposited in the Cook County Clerk's Office for recording. The Security Instrument is given to
the Note Holder, whose name is **Cook** County, Illinois.

LOT 33 IN BLOCK 6 IN OLIMPIA HIGHLANDS, A SUBDIVISION IN THE
SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS,
ON APRIL 14, 1955 AS DOCUMENT NO. 16204705 AND FILED IN THE
REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 14, 1955
AS DOCUMENT NO. 1587740, IN COOK COUNTY, ILLINOIS.

86305303

DEPT-01 RECORDING \$13.25
T#4444 TRAN 0323 07/21/86 10:25.00
#6347 # D * 86-305303
COOK COUNTY RECORDER

32-17-313-033
(Signature)

Address of 863 Maple Chicago Heights
Illinois 60411 ("Property Address")

TO HAVE 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 all fixtures now or
hereafter a part of the property. All replacement costs 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 not encumbered, 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.

13.00 MAIL

-86-305303

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Property of Cook County Clerk's Office

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14. **Insurance.** Borrower shall maintain the Property insured by the Security Instrument against fire, theft, and other perils, and shall provide evidence of such insurance to Lender.

15. **Assignment.** Borrower shall not assign, transfer, or otherwise dispose of the Property or any interest therein without the prior written consent of Lender.

16. **Condemnation.** If the Property is taken by eminent domain, Lender shall have the right to participate in the proceeds of the condemnation, and shall have the right to take possession of the Property and to sell it.

17. **Waiver of Defenses.** Borrower hereby waives all defenses, claims, and counterclaims that Borrower may have against Lender, including but not limited to claims of fraud, duress, or mistake, in connection with this Security Instrument.

18. **Successors and Assigns.** This Security Instrument shall bind Borrower and all successors, heirs, assigns, and assigns of Borrower, and shall be enforceable against them.

19. **Entire Agreement.** This Security Instrument and the Note constitute the entire agreement between the parties, and shall supersede all other agreements, oral or written, between the parties.

20. **Severability.** If any provision of this Security Instrument is held to be unenforceable, the remainder of this Security Instrument shall remain in full force and effect.

21. **Successors and Assigns.** This Security Instrument shall bind Borrower and all successors, heirs, assigns, and assigns of Borrower, and shall be enforceable against them.

22. **Force of Clause.** If there is any conflict between the terms of this Security Instrument and the Note, the terms of this Security Instrument shall prevail.

23. **Integration.** This Security Instrument and the Note are intended to be an integrated agreement, and shall be construed together.

24. **Notice.** All notices required by this Security Instrument shall be given to the party named in the Note, and shall be deemed to have been given if mailed to that party.

25. **Governor Last Sentence.** This Security Instrument shall be governed by the laws of the State of Illinois, and shall be construed according to the laws of that State.

26. **Borrower Copy.** Borrower shall receive a copy of this Security Instrument and the Note, and shall retain it as a permanent record.

27. **Transfer of the Property or a Beneficial Interest therein.** If the Property is sold or otherwise transferred, the Security Instrument shall remain in full force and effect.

28. **Default.** If Borrower fails to pay the sums due under this Security Instrument, Lender shall have the right to take possession of the Property and to sell it.

29. **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 sale of the Property, and to have the Property returned to Borrower.

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NON UNIFORM CONVEYANCE BORROWER AND LENDER (for the security instrument)

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to contest after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. If Lender exercises its right under paragraph 19 or a judgment of the Property and at any time prior to the expiration of any period of redemption following a judicial sale, Lender (in person, by agent or by deed) or its appointed receiver shall be entitled to continue in possession of and enjoyment of the Property and to collect the rents of the Property including the right to sublet. Any rents collected by Lender or 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, reasonable attorneys' fees, and then to the satisfaction of the debt secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and the Property to Borrower. Borrower shall pay any recording costs.

22. Waiver. Borrower waives all right, claim and remedy in the Property.

23. Riders to this Security Instrument. If one or more riders set forth by Borrower and attached to the Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check appropriate boxes)

- Adjustable Rate Rider
- Graduated Payment Rider
- Other (specify):
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family R

By SIGNING BELOW, Borrower and Lender agree to the terms and conditions set forth in this Security Instrument and any riders issued herewith. Borrower's signature shall be a true and correct signature.

Gerald E. Malizia
Gerald E. Malizia

(Sign Below This Line to Acknowledge)

STATE OF Illinois
COUNTY OF Cook

I, the Undersigned
Gerald E. Malizia

do hereby certify that the above is a true and correct copy of the original of the foregoing instrument.

Witness my hand and seal this 15 day of July, 1986

Attest: 9/19/89

Alison Turner

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