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COOK COUNTY, ILLINOIS
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1986 JUL 31 PM 12:27

86327048

MAIL TO:
This instrument prepared by:
Plaza Bank Norridge Illinois
U.S. Bankers 4
7460 W. Irving Park Road
Norridge, IL 60634

15⁰⁰

86327048

(Span Above This Line For Recording Date)

SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 29, 1986. The mortgagor is Gail H. Sosnowy married to John Sosnowy and Kathleen Ann Scaglione married to Richard J. Scaglione ("Borrower"). This Security Instrument is given to Plaza Bank Norridge Illinois, which is organized and existing under the laws of the State of Illinois, and whose address is 7460 W. Irving Park Road, Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Fifteen thousand dollars and no/100. XXXXXXXXXXXXXXXX. Dollars (U.S. \$ 15,000.00). 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 July 29, 1989. 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, Illinois:

The East 30 feet of Lot 9 in Block 13 in Hield's Subdivision of Blocks 13, 14 and 15 in Falconer's Subdivision of the North 1/2 of the Northeast 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-28-212-035

which has the address of 5112 W. Wellington, Chicago, Illinois 60641, ("Property Address").

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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(Space Below This Line Reserved for Lander and Recorder)

Box 15

Laura F. Coffey
Notary Public

My Commission expires: 11-21-89

I, The undersigned, a citizen of the State of New York and of the County of Westchester, do hereby certify that Gail H. Sosnowy, married to John Sosnowy, and Kathleen Ann Saglestone married to Richard J. Saglestone, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes thereto set forth.

STATE OF ILLINOIS
GOVERNOR'S OFFICE
AGENCY OF THE STATE OF ILLINOIS
CENSUS BUREAU

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

28. 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 foreclosure by judgment, by agreement or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by lender or the receiver shall be applied first to payment of management costs of management fees, and then to the sums secured by this Security instrument.

29. 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.

30. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.

31. Right of Sale. Security instrument may be sold by the receiver to satisfy the debt.

32. Right to Sell. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. If none of the above riders are recorded together with this Security instrument, [check applicable box(es)] NONE

33. Rider(s). To this Security instrument, if one or more riders are recorded together with this Security instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument as if the rider(s) were a part of this Security instrument. [check applicable box(es)] NONE

34. Rider(s) [specify] _____

19. Acceleration: Remedies shall arise notice to Borrower to accelerate following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless otherwise specified). The notice shall specify: (a) the default or before the date the notice is given to Borrower, by which the default must be cured; and (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, to cure the default or before the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default or before the date specified in the notice results in acceleration of the sums secured by this Security Instrument, provided further that the notice shall be given to Borrower at least 30 days prior to the date the notice is given to Borrower, by which the default must be cured.

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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 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 should be applied; first to amounts payable under paragraph 2; second to interest; and last to principal.

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 amount, 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 Remodel. If Borrower meets certain conditions, Borrower shall have the right to have certain of this Security Instrument discontingued at any time prior to the earlier of: (a) 5 days (or such other period as applicable) before sale of the Property pursuant to any power of sale contained in this instrument or (b) entry of a judgment enforcing this Security Instrument. These conditions are that: (a) pays all sums which then would be due under this Security Instrument and the Note had no acceleration accrued; (b) carries any debt or other obligations of any other co-tenant or (c) pays all expenses incurred in enforcing this Security Instrument; or (d) fails to pay the sum of the principal amount of the Note plus interest accrued on the Note from the date of the last payment to the date of acceleration plus all costs and expenses of collection, including attorney's fees; and (d) leases such action as lender may reasonably require to assure that the sum secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to remodel not apply in the case of acceleration under paragraphs 13 or 17.

This Security Instrument will run the entire term of the Note and will be governed by the laws of the State of Florida. Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security Instrument without notice or demand on Borrower.

If federal law as of the date of this Securitization instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 15 calendar days after the date of this Securitization instrument, Lender shall exercise its option.

person) without Lender's prior written consent. However, this option shall not be exercised by Lender if exercise is prohibited by secured by this Security Instrument. Lender may, at its option, require immediate payment in full of all sums

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.

15. In the event that any provision of this instrument shall conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note unless specifically set forth in the Note.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Property Address or Any other address Borower designates by notice to Lender shall be given by First class mail to Lemder's address stated herein or any other address Lemder designs by notice to Borrower. Any notice given by Lemder to Lemder's address shall be given by first class mail to Lemder. Any notice to Lemder shall be given by first class mail to Lemder's address stated herein or any other address Lemder designs by notice to Borrower. Any notice

14. Notices. Any notice to Borrower provided for in this Security Interest shall be given by delivering it or by mailing it by first class mail unless otherwise required under applicable law or notice mailed to the address set forth above.

may require immediate payment in full or 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

13. **Legislation Affecting Lenders' Rights.** If enacted, or if application of applicable laws has the effect of rendering any provision of this Note or this Security Instrument unenforceable to its terms, Lender, at its option,

permitted minus will be deducted in Bottomwater Leander Min. in case to make this reduction of leasehold expenses principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

connection with the loan exceed the permitted limits; and (a) any sum already collected from Borrower which exceeded

charges, and that law is usually interpreted so that no interest or other loan charges collected or to be collected in

modality, together with accompanying accommodations will regard to the terms of this security instrument is subject to a law which sets maximum loan that Borrower's consent.

that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend the term of this Security Instrument for up to three years from the date of this instrument.

Instruments built does not execute the logic (a) is co-signing this Security Instrument only to mortgagee. Any Borrower who co-signs this Security Instrument shall be joint and assigee of Lenders and assignee of the successors and assigns of Borrower.

shall not be a waiver of or preclude the exercise of any right or remedy.

Payments of otherwise amortizable amounts received by this Successor in its capacity as Successor to the original Borrower or its successors in interest. Any payment made by Lender in exercising any right or remedy

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower who shall not operate the liability of the original Borrower's successors in interest.

postpone the last date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments without notice to the Borrower.

Given, [redacted] is authorized to collect and apply the proceeds, or its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the condemnation 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

before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borowec.

In the event of a power failure or other emergency, the procedures outlined in this chapter shall be applied to the instruments mentioned above.

any Condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation and shall be paid to Lender.

shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

Borrower shall pay the premiums required to maintain the insurance until such time as the requirement for the insurance is suspended or terminated.

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Dated this 25th day of July, 1986

I, John T. Scamony hereby acknowledge that
my wife Lori A. Scamony is purchasing real prop-
erty, commonly known as 51 1/2 West Wellington, Chicago, Illinois
with non-marital assets.

Furthermore, I hereby release all marital and homestead
rights and all claims that I may have to 5112 West Wellington,
Chicago, Illinois, arising out of my marriage with Gail.
I further acknowledge that any profits or losses derived from the
acquisition, ownership and sale of said property shall be her non-
marital profits or losses.

John T. Scamony

STATE OF ILLINOIS)
County of Cook) SS

SUBSCRIBED AND SWORN TO before me this 25th day of July, 1986.

Carol G. Glarusos
Notary Public

My Commission expires: 11/4/86

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Dated this 28 day of July, 1986

I, Richard Dragline, hereby acknowledge that my wife Kathleen is purchasing real property, commonly known as 5112 West Wellington, Chicago, Illinois with non-marital assets.

Furthermore, I hereby release all marital and homestead rights and all claims that I may have to 5112 West Wellington, Chicago, Illinois, arising out of my marriage with Kathleen. I further acknowledge that any profits or losses derived from the acquisition, ownership and sale of said property shall be her non-marital profits or losses.

Richard Dragline

STATE OF ILLINOIS)
County of Cook) SS

SUBSCRIBED AND SWORN TO before me this 28th day of July, 1986.

Carl A. Glaros
Notary Public

My Commission expires: 1/4/86

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