

UNOFFICIAL COPY

5/14/5073 RR
S1145073

2-L-7098-41—
Box 207—

87405845

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 15th, 1987. The mortgagor is Maria Victoria Marzo, divorced and not since remarried ("Borrower"). This Security Instrument is given to WESTERN SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of Illinois, state of Illinois, and whose address is 950 Milwaukee Ave., Glenview, IL 60025 ("Lender"). Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$.75,000.00). 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 August 1, 2002. 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.

SPRINGFIELD
Cook County Clerk's Office
REC'D 5/14/87

THE NORTH TEN (10) FEET OF LOT THIRTY FOUR (34) AND THE SOUTH TWENTY ONE (21) FEET OF LOT THIRTY FIVE (35) IN BLOCK ONE (1) IN WILLIAM E. HATTERMAN'S IRVING PARK BOULEVARD SUBDIVISION IN THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13-24-100-026, VOLUME 353

DEPT-Q1 RECORDING \$14.00
100409 TRAM 12 05/23/87 14:09:09
#7591 # D 8-197-405845
COOK COUNTY RECORDER

which has the address of 3918 N. Troy, [Street], Chicago, IL
Illinois 60618, [Zip Code] ("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.

UNOFFICIAL COPY

44771

This instrument was prepared by John O. Hall, Notary Public
 At my Commission Expires: July 23, 1999
 Witness my hand and official seal this 15th day of June, 1997.
 (fee, etc., etc.)
 I, John O. Hall, Notary Public in and for said county and state, do hereby certify that
 the undersigned
 have executed same, and acknowledged said instrument to be John O. Hall, Notary Public in and for said county and state, do hereby certify that
 before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
 executed said instrument for the purpose of the foregoing instrument.
 (This, here, later)

COUNTY OF Cook SS:
 STATE OF Illinois

[Space Below This Line for Acknowledgment]
 Borrower _____
 (Seal)

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
 Agreement.

Instrument [Check applicable boxes] _____
 Adjustable Payment Rider Condominium Rider 2-4 Family Rider
 Graduate Payment Rider Planned Unit Development Rider
 Other(s) [Specify] _____
 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
 this Security Agreement, the covenants of each such rider shall be incorporated into and shall amend and
 supplement this Agreement. If none or more riders are recorded by Borrower and recorded together with
 this Security Agreement, the covenants of this Security Agreement shall be incorporated into and shall amend and
 supplement this Security Agreement as if they were a part of this Security Agreement.

22. Waiver of Homestead. Borrower waives all right of homestead excepted in the Property.
 Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
 Agreement to the extent of reasonable attorney fees, and then to the sums secured by this Security
 Agreement. 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, receiver's fees, premium on
 the Property including those past due, take possession of and manage the Property and to collect the rents of
 the population received, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
 prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial
 process) or the receiver under paragraph 19 or abandonment of the Property and at any time
 20. Lender in Possession. Upon acceleration under paragraph 19 or acceleration under paragraph 19 or
 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 19, including,
 before the date specified in the notice, Lender at its option may require immediate payment in full or all sums secured by
 this Security Instrument without further demand and foreclosure by judicial proceeding.
 Lender the date of a default or any other defense of Borrower to acceleration and default is not cured on or
 before the date specified in the notice to reinstate after acceleration and the right to assert in the foreclosure proceeding
 information Borrower of the right to reinstate after acceleration and the date specified in the notice may result in further
 secured by this Security Instrument, foreclosure proceeding and sale of the Property. The notice shall result in acceleration of the sums
 and (d) that failure to cure the defect or before the date specified in the notice may result in acceleration of the sums
 unless otherwise specified by judicial proceeding and sale of the Property. The notice shall result in acceleration of the sums
 and (e) 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 specified by judicial proceeding and sale of the Property. The action required to cure the
 breach of any covenant 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 acceleration 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 action required to cure the
 unless otherwise specified; (b) the date the default must be cured;

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

873(15845)

UNOFFICIAL COPY

074055-15

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 Bound; 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 sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to take 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. Notices. 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.

UNOFFICIAL COPY

Lender may take action under this paragraph, Lender does not have to do so.

7. Protection of Lennder's Rights: It Barrower fails to perform the terms of this shall not merge Lennder's rights to the merger in writing.

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 title to the Property, the leasehold and

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace property damage, if the restoration of repair is economically feasible or Lender's security lessened by less than 10% of the original amount of repair. Lender may collect the insurance proceeds to repair or replace his security or to pay sums secured by this Security instrument, whether or not then due. The party period will begin the day following the date of loss.

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

of the giving of notice.

Borrower shall promptly disclose, any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, (b) consents in good faith the lien by, or defends against enforcement of the lien, (c) the lien, in, legal proceedings which in the Lender's opinion operate to prevent the sale or forfeiture of, any part of Security Interest, or (c) secures from the holder of the lien an agreement to subordinate to the Lender's security interest, or (d) takes one of the actions set forth above within 10 days notice of default, including the filing of a complaint for specific performance.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the 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 paid as under paragraph 2, fourth, to interests due; and last, to principal due.

amounts necessary in one or more payments as required by Lennder.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the principal for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by Lender under this Agreement.

The Funds shall be held in institutions the deposits of which are insured by a federal or state agency (including Legend if under such an institution). Legend shall apply the Funds to pay the escrow items. Legend may not hold any of the Funds, analyzing the account or verifying the escrow items. Legend pays Borrows interest on the Funds, and applying the Funds. Legend shall apply the Funds to pay the escrow items. Legend may not charge for holding the Funds, and applying the Funds. Legend shall be paid on the Funds. Unless an agreement is made under applicable law

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 "Second items." Lender may estimate the Funds due on the basis of current rates and costs as of the date of this instrument.

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. Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.