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BELL FEDERAL SAVINGS AND
LOAN ASSOC.
CORNER MONROE and CLARK
CHICAGO, ILLINOIS 60603

BOX 112
HOME OFFICE LOAN No. 89316353

[Space Above This Line For Recording Data] -

#### MORTGAGE

\$16.00

THIS MORT GAGE ("Security Instrument") is given on

187. The mortgroof is ANTHONY. R. MANISO. AND. BARBARA. RICHARD. MANISO. HIS. WIFE.

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of THF UNITED STATES OF AMERICA. and whose address is

Monroe & Clark Street. — Chicago, Illinois 60603. ("Lender").

Borrower owes Lender the principal sum of ONE. HUNDRED. SEVENTY. FIVE. THOUSAND. TWO. HUNDRED. AND. QO/ 100

Dollars (U.S. \$175,200.00. ). 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 Seventy ("Lender"). 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 performanc of Forrower'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:

BLOCK #3 LOT #2 IN EVERGREEN SUBDIVISION NO. 1, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1986, AS DOCUMENT NO. 86422657, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NUMBER 02-18-405-001-0000

which has the address of 1120 GLENWOOD LANE

BARRINGTON

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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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;

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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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 au 100 ized 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 No' R:leased; 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 ever iso 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 (1) sees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with rega a 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) say such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any turns 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 refluces 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 a cordling 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.

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requesting payment.

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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and or seeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security 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

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the purchase to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Mady period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lende, 178 the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessener, 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 of the Property damaged, if the restoration or repair is economically seasible and Lender's security is not lessened. If the

Carrier and Lender. Lender may make proof of loss if not made promptly by Borrewer.

Unless Lender and Borrower otherwise agree in writing, insurance proceed 1 shall be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Bot rower shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. If Lender trquir s, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. requires insurance. This insurance shall be maintained in the and for the periods that Lender requires. The insurance shall be chosen by Borto well subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borto well subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "-xten led coverage" and any other hazards for which Lender Hazard Insurance. Borrower shall keep the in pro-ements now existing or hereafter erected on the Property

of the giving of notice. receipts evidencing the payments.

Borrower shall promptly discharte as y lien which has priority over this Security Instrument unless Borrower: (a)

Borrower shall promptly discharte as y lien which has priority over this Security Instrument unless Borrower: (b)

Borrower shall promptly discharte as y lien which has priority over this Security Instrument unless Borrower: (c)

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 'd' in y part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender autoridiating the lien in this Security Instrument. If Lender determines that any part of the Property; is subject to a lien which may attain prior ty over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or as security instrument, Lender may give Borrower and the saving of notice.

to be paid under this paragraph. If Bonower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the persons and payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Chargest Liens. Lorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prio ity over this Security Instrument, and leasehold payments or ground rents, if any.

Mote; third, to amounts purable under paragraph 2; fourth, to interest due; and last, to principal due. 3. Applicach of Payments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the paragraphs I and 2 shall be applied: first, to late charges due under the

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 relund 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 acquirition 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 as a credit against the sumenter. It is applicable law provides otherwises all payments.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

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 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 estraings on the Funds. Lender requires interest or estraings on the Funds. Lender Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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 morrgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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

Jurporm Covenants. Borrower and Lender covenant and Late Charges. Borrower shall promptly pay when due the 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. Sometimes and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

# UNOFFICIAL COPY No. 89305353

### FIVE YEAR FIXED RATE THIRTY YEAR AMORTIZED LOAN MORTGAGE RIDER

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In Ye	corpo strun	HIS MORTGAGE RIDER is made this orated into and shall be deemed to ameno nent") of the same date given by the und mortized Loan Note (the "Note") to BEI ate and covering the property described	l and supplem lersigned (the LL FEDERAL	"Borrower") to secure Borro . SAVINGS AND LOAN AS:	ust or Security Deed (the "Security wer's Five Year Fixed Rate Thirty SOCIATION (the "Lender") of the	
	<u>1120</u>		. IL 60010	Y ADDRESS:		
		THE NOTE CONTAINS PI	ROVISIONS MONTHLY	ALLOWING FOR CH. PAYMENT.	ANGES IN THE	
Le		<b>Iditional Coverants.</b> In addition to the further covenant and agree as follows:	e covenants ar	id agreements made in the S	ecurity Instrument, Borrower and	
A.	The	rerest rate and monthly Pare Note provides for an intial interest ramonthly payments, as follows:			r changes in the interest rate and	
4.	IN	INTEREST RATE AND MONTHLY PAYMENT CHANGES				
	(A)	Change Dates		AUGUST 01	92	
	The interest rate I will pay may change on the first day of					
	(B)	3) The Index				
Beginning with the first Change Date, my wite est rate will be based on an Index. The most recavailable as of the date 45 days before each Change Date is called the "Current Index." The "Index average yield on actively traded issues of United State. Treasury securities adjusted to a constant years as made available by the Federal Reserve.					idex." The "Index" is the monthly sted to a constant maturity of five	
		If the Index is no longer available, th information. The Note Holder will give	e Note Holde me notice of	r will choose a new index $t$ this $choice$ .	which is based upon comparable	
	<b>(C)</b>	Calculation of Changes		1/X,	TWO	
		Before each Change Date, the Note H percentage points (2.00%) to the to the nearest one-eighth of one percent the next Change Date.	· Current Inde age point (0, 1	x. The Note Hobler will then	i round the result of this addition :	
		The interest rate on this loan will neve.	r exceed	percent per amoun.		
The Note Holder will then determine the amount of the monthly payment that wor principal that I am expected to owe at the Change Date in full on the mature substantially equal payments.				Die sufficient to repay the unpaid Tate at my new interest rate in		
	(D) Effective Date of Changes				$O_{\mathcal{E}_{\alpha}}$	
		My new interest rate will become effective on each Change Date. I will pay the amount of ray lew monthly payme beginning on the first monthly payment date after the Change Date until the amount of my monthly payment chan again.				
		Notice of Changes			CV	
		The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my repayment before the effective date of any change. The notice will include information required by law to be given and also the title and telephone number of a person who will answer any question I may have regarding the re-				

- B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
  - 24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.
  - **25. RELEASE FEE.** Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

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- 26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that; (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards. (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or ONE percent (1.00 %) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpresempted applicable state law.
- 27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage Rider.

ANTHONY R. MANISCO PORRUNTER MANISCO M

TARBARA RICHARD MANISCO

Coot County Clert's Office

Subscribed and affirmed before me this 13th day of May, 1987

My commission expires June 5, 1987

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