

# UNOFFICIAL COPY

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511148892

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 11,  
1987. The mortgagor is ANTHONY J. BATTISTA, a widower, not since remarried,  
("Borrower"). This Security Instrument is given to  
CONCORDIA FEDERAL BANK FOR SAVINGS, which is organized and existing  
under the laws of THE UNITED STATES, and whose address is  
2220 THORNTON RD LANSING, IL 60438 ("Lender").  
Borrower owes Lender the principal sum of SEVENTY TWO THOUSAND AND NO/100  
Dollars (U.S. \$ 72,000.00). 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 September 01, 2017. 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:

TAX ID: 27-15-301-012 LN

PARCEL 1: LOT 47 IN VILLAGE SQUARE OF ORLAND TOWNHOMES UNIT II, BEING  
A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 15,  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS  
AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE  
ABOVE DESCRIBED REAL ESTATE, THE RIGHTS, AND EASEMENTS FOR  
THE BENEFIT OF SAID PROPERTY SET FORTH IN THE <sup>REPT. IN RECORDED</sup> <sup>#15.25</sup>  
AFOREMENTIONED DECLARATION. <sup>IN THAT IS 1987 08/24/87 15:41:00</sup>  
<sup>49522 # D 27-15-301-012 LN</sup>  
<sup>COOK COUNTY RECORDER</sup>

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS,  
RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS  
CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE  
PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED  
AT LENGTH HEREIN.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS  
SHOWN ON THE PLAT OF SUBDIVISION AND AS CONTAINED IN THE  
DECLARATION RECORDED AS DOCUMENT NUMBER 86565693 AMENDED BY  
DOCUMENT NUMBER 87280508.

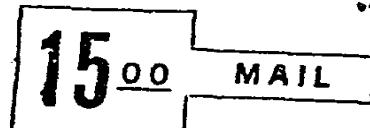
which has the address of 15743 CHESTERFIELD LANE, ORLAND PARK,  
[Street] [City]  
Illinois 60462 ("Property Address");  
[Zip Code]

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 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT  
REORDER FROM ALIANA FINANCIAL, INC.



Form 3014 12/83

-87-466907-187-466907

# **UNOFFICIAL COPY**

STATE OF ILLINOIS, COOK COUNTY		County ss:
(Space Below This Line for Acknowledgment)		
<p>do hereby certify that ANTHONY J. BATTISTA, a Notary Public in and for said county and state, personally known to me to be the same person (s) whose name (s) is .....</p> <p>..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... he .....</p> <p>..... signed and delivered the said instrument as ..... this ..... day and voluntarily ac ..... for the uses and purposes herein set forth.</p> <p>Given under my hand and official seal, this ..... day of AUGUST, 19 ..... .</p> <p>My Commission expires: _____</p> <p>Notary Public, State of Illinois Dwight Greene Official Seal</p> <p>My Commission Expires Jan 30, 1999</p> <p>CONCORDIA REEDERAT MORTGAGE WORK SAVINGS STREET 2320 THORNTON RD. CITY LANSING, IL 60438 ADDRESS 2320 THORNTON RD. FOR RECORDERS INDEX PURPOSES IN SERIAL STREET ADDRESS OF ABOVE DESCRIBE PROPERTY HERE REEDERAT MORTGAGE WORK SAVINGS Nancy Peck Notary Public, State of Illinois Dwight Greene Official Seal</p>		

<p>19. <b>Acceleration</b>: 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 notice to Borrower prior to acceleration following Borrower's default (c) a date, unless less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; and (d) that failure to cure the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, unless otherwise specified). The notice shall specify: (a) the date 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 time the default must be cured; and (d) the date acceleration will occur if the notice is not cured. The notice shall specify the date acceleration will occur if the notice is not cured.</p> <p>20. <b>Lender's rights in Possession</b>. 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 judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect all rents or other charges due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management, those rents collected by Lender or the receiver shall be applied first to payment of the costs of property including taxes upon, insurance premiums on real property and collection of rents, including, but not limited to, receiver's fees, premiums on reeiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.</p> <p>21. <b>Release</b>. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recodation costs.</p> <p>22. <b>Waiver of Homestead</b>. Borrower waives all right of homestead exemption in the Property.</p> <p>23. <b>Riders to this Security Instrument</b>. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. Check applicable box(es).</p>	<p><input type="checkbox"/> <b>Adjustable Rate Rider</b></p> <p><input checked="" type="checkbox"/> <b>Conditional Rider</b></p> <p><input type="checkbox"/> <b>Graduate Payment Rider</b></p> <p><input type="checkbox"/> <b>Planed Unit Development Rider</b></p> <p><input type="checkbox"/> <b>2-4 Family Rider</b></p> <p><input type="checkbox"/> <b>Other(s) [Specify]</b></p>
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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 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 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 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 amounts 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 Remonstrate. 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 instrument; or (b) entry of a judgment against this Security Instrument. Those conditions are the following:

General law as of the date of this Security Instrument.

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

Note are declared to be severable.  
16. Borrower shall be given one copy of the Note and all documents relating thereto.  
17. Transfer of the Property or a Beneficial Interest in Borrower is void if it transfers its interest in it to a third party for 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) to a natural person or entity, the Note and all documents relating thereto shall be given to the transferee.

Note certain rights which shall not affect other provisions of this Note. Such conflicts shall not affect the configuration provisions of this Note without the consent of the Noteholders. To this end the provisions of this Note which can be given effect throughout the configuration provisions of this Note.

15. Governing Laws; Severability. This Security Instrument shall be governed by the laws of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held to be invalid or unenforceable, such provision shall be severed from the remainder of this Security Instrument.

permitted by paragraph 19, it Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17, notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by

endangering any provision of the Note or this Security instrument 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

under the rule of the Pharaohs. The Pharaohs were buried in tombs in the desert, and their bodies were mummified.

**12. Loan Charges.** If the loan secured by the Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loans charged 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 by the borrower which exceed

the sums received by this Security Trustee, which regard to the terms of this Security Instrument or the Note without modification, forbear or make any accommodation, as and (c) agrees to pay other Breach of Promise to pay, the amounts of this Note in full, in case of default by this Security Trustee.

11. Successors and Assets/Debt/Equity/Joint and Several Liability; Co-signers. The conventions and agreements of this instrument shall bind and benefit the successors of the parties to this instrument and shall be joint and several liability. This instrument does not execute the Note (a) is co-signing this Security instrument only to mortgagees, grant and convey instruments but does not execute the Note (a) is co-signing this Security instrument only to mortgagees, grant and convey instruments.

modification of a curriculum of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower. It shall not operate to release the liability of the original Borrower or to defeat or release to creditable time for any instrument or note which may be given by the original Borrower or any other person to secure the payment of any sum due under this instrument or any other instrument.

to the sum of \$      , curbed by this Security Instrument, whether or not then due.  
Unless \$      , under and before Borrower agrees in writing, any application of proceeds to principal shall not exceed or  
postpone the date of the monthly payment required to in paragraphs 1 and 2 or change the amount of such payments.  
10. Borrower's Note Released. Postponement of the time for payment or  
any other provision of this Note is illegal.

If the Property is set to abandon by Borrower, or it, after notice by Lender to Borrower within 30 days after the date the notice is made in accordance with the terms of the Note, Borrower fails to respond to Lender's demand to repair or restore the property or make an award or settle a claim for damages, Borrower, or its, after notice by Lender to Borrower within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, as its option, either to repair or restore the property or service the Note.

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured before the taking, (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

assigned and shall be paid to Lender.

In the event of a tort, taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then paid to Borrower, 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 partial taking.

9. **Condemnation.** The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby given to the Borrower notice at his expense prior to the commencement of proceedings for condemnation, in connection with

8. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the property. Landlord

If Leverage required more coverage insurance as a condition of making the loan secured by this Security Instrument.

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## CONDOMINIUM RIDER

LOAN No. 511148892

THIS CONDOMINIUM RIDER is made this 11th day of AUGUST, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CONCORDIA FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 15743 CHESTERFIELD LANE, ORLAND PARK, IL, 60462 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

VILLAGE SQUARE OF ORLAND TOWNHOMES [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim, for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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 requiring payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

X Anthony J. Battista 87466907  
ANTHONY J. BATTISTA (Seal)  
Borrower

(Seal)  
Borrower

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