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This instrument was prepared by: T Boeckenhauer
for 1st Federal S & L of Des Plaines
(Name)
749 Lee St. Des Plaines, IL 60016
(Address)

MORTGAGE

87569219

THIS MORTGAGE is made this 19th day of October 19, 1987, between the Mortgagor, Daniel P. Usalis and Carol A. Usalis, his wife (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES PLAINES, a corporation organized and existing under the laws of the United States whose address is 749 Lee Street — Des Plaines, Illinois 60016 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$20,113.00 which indebtedness is evidenced by Borrower's note dated October 19, 1987, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 20, 1997;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

Lott 199 in Brickman Manor Second Addition Unit No. 3, being a subdivision of part of the Northwest 1/4 of Section 25, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 1824 Sitka, Mt. Prospect, [Street] [City]

Illinois 60056 (herein "Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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-97-569219

1st Ad. Des Plaines
Box 435

22205

RECDR# 19-569219
REC'D DATE 19/08/87 14:05:00
TRAN 9608 19/08/87 14:05:00
#719 # B * -GT-
COUNTY RECORDER

Notary Public, State of Illinois
Hildegard L. Braun
NOTARIAL SEAL
Navy Commission Expires 6/10/91

AND LOAN ASSOCIATION OF DES PLAINES
749 LEE ST. — DES PLAINES, ILL. 60016-6471

FIRST FEDERAL SAVINGS

My Commission expires:

Given under my hand and official seal, this 1st day of October, 1987.

STATE OF ILLINOIS, CIRCUIT COURT, COUNTY OF ST. CLAIR

S. P. Shultz

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request that holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage, give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAUL
AND FORCLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property past due, including, but not limited to, receiver's fees, premiums on receivers' bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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10. Borrower Not Released; Forbearance by Lender. Notwithstanding the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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ment with a lien which has priority over this Mortgage.

9. **Commodification.** The proceeds of any award or claim for damages, direct or consequential, in connection with any commodification or taking of the Property, or part thereof, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to the holder of any mortgagee, or credit or trust or other security agree-

provided that Lender's interest in the Property.

8. **Inspection.** Lender may make or cause to be made reasonable inspection upon and inspection of the Property, prior to any such inspection specifications of the Property,

Nothing contained in this Paragraph shall be payable from Lender to Borrower unless Borrower requests payment of amounts due to Lender under this Paragraph.

Any amounts disbursed by Lender pursuant to this Paragraph, Lender and Borrower shall agree to other

become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower requests payment of amounts due to Lender under this Paragraph,

Borrower's and Lender's written agreement or applicable law.

Maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with

insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance to protect Lender's interest, if Lender required mortgagee attorney fees, and take such action as is necessary to protect Lender's interest, if Lender required mortgage

Lender, at Lender's option, upon notice to Borrower, may make such preparations, disburse such sums, including Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this

power shall keep the Property in good repair and shall not commit waste or permit impairment of development documents.

6. **Preservation and Maintenance of Property; Leaseholds; Covenants of Plan and Development Unit.** Borrower is

authorized to collect and apply the insurance proceeds at Lender's option either to restore it or repair the Property

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

or other securing arrangement with a lien which has priority over this Mortgage.

Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust

acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender,

that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form

The insurance carrier providing the insurance shall be chosen by Lender; provided, that such

may require and leasehold payments as Lender may require.

insured against losses by fire, hazards included within the term "a standard coverage", and such other hazards as Lender

5. **Hazard Insurance.** Borrower shall keep the insurance existing or hereafter erected on the Property

Mortgage, and leasehold payments or ground rents, if any

assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this

under any mortgage, deed of trust, Liens, Charges, etc., granted over this Mortgage.

4. **Prior Mortgages and Deeds of Trust; Liens; Charges; Etc.** Borrower shall perform all of Borrower's obligations

Borrower under Paragraph 2 hereof, then to insure it payable on the Note, and then to Lender by

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender under

3. **Application of Payments.** Until it is applicable law provides otherwise, all payments received by Lender under

Lender at the time of application in a credit against the sum secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

held by Lender, if under Paragraph 1, hereof the Property is sold or the Property is otherwise acquired by Lender,

held by Lender, no later than in due diligence prior to the sale of the Property is otherwise received by Lender under

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

the Funds held by Lender, shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as

either promptly recapitalized to Borrower or credited to other securities held by Lender, unless such amount of

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

If the amount of the Funds held by Lender, together with the future monthly installments of Funds of which are

Funds are paid as additional security for the sums secured by this Mortgage.

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made, The

Borrower any interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of

unless such agreement is made or applicable law permits Lender to be paid, Lender not be required to pay

may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and

may agree to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding

the Funds to pay said taxes, assessments, insurance premiums and ground rents, Lender is an institution, Lender shall apply

if Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits of accounts of which are

deed of trust if such holder is an institutional lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Lender on the basis of assessments and bills and reasonably estimable initially and from time to time by

premium installations for mortgage insurance, if any, all as reasonably estimable initially and from time to time by

Property, if any, plus one-twelfth of yearly premiums installations for hazard insurance, plus one-twelfth of yearly

planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the

in full, a sum (herein "Funds"), equal to one-twelfth of the yearly taxes and assessments (including condominium and

to Lender on the day monthly payments of principal and interest by Lender, Borrower shall pay to Lender, until the Note is paid

indebtedness evidenced by the Note and late charges as provided in the Note.

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal and interest

1. **INFORM COVENANTS.** Borrower and Lender covenant and agree as follows: