

UNOFFICIAL COPY

D-87-1424

This instrument was prepared by:
..... Alexandra Vallejo.....
..... (Name)
123 N. Jefferson, CHGO, IL 60606.....
..... (Address)

MORTGAGE

87-672131

THIS MORTGAGE is made this . . 28th . . day of . . October
1987, between the Mortgagor, Frank Puleo and Roberta Puleo
..... (herein "Borrower"), and the Mortgagee, CHICAGO ENERGY SAVERS
..... FUND' a corporation organized and
existing under the laws of ILLINOIS
whose address is 123 N. Jefferson, CHGO, IL 60606
..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. . 4,000.00
which indebtedness is evidenced by Borrower's note dated October, 28th, 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 November, 27th, 1994

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:

Lot 37 and the East 1/2 of Lot 36 in Block 2 in L.E. Crandell's
Lawrence Avenue Subdivision, Being a Subdivision of the North 1/2
of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township
40 North, Range 13,

87-672131

DEPT-01 RECORDING \$14.00
TM4444 TRAN 1700 12/23/87 10:19:00
#3101 # D **-87-672131
COOK COUNTY RECORDER

FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior
to release of this Mortgage, may make Future Advances to Borrower. Such
Future Advances, with interest thereon, shall be secured by this Mortgage when
evidenced by promissory notes stating that said notes are secured hereby. At
no time shall the principal amount of the indebtedness secured by this Mortgage,
not including sums advanced in accordance herewith to protect the security of
this Mortgage, exceed the original amount of the Note plus U.S. \$ _____.

PROPERTY TAX I.D. # 13-17-202-029

BAO ALL

-87-672131

which has the address of 5728 W. Giddings CHICAGO
[Street] [City]
Illinois 60630 (herein "Property Address");
[Zip Code]

14 00

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 household estate if this Mortgage is on a household) are
hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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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(Select below the time reserved for lender and recorder) —

Given under my hand and affixed my official seal, this _____ day of _____, 19_____.
My Commission expires: _____
Notary Public
WILMINGTON, DELAWARE

ELERA DURAN
WALTERS, SCA
MUNICIPALITY OF
19,1990

My Commission expires:

personally known to me to be the same person(s) whose name(s) appears before me this day in person, and I do solemnly declare that he / she has subscribed to the foregoing instrument.

STATE OF ILLINOIS
County ss:

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In witness whereof, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to 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 of other foreclosure action.

REGULATIONS FOR NOTICE OF DEBATE
AND FOR CLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

四庫全書

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

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 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges Lien. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Households; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a household. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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Under the rents of the Property, Developments that have been collected and retained under Paragraph 17 hereof or abandonedment of the Property, Developments that have been collected and retained under Paragraph 17 hereof or

Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue until paid in full force and effect as it now exists or hereafter created.

expenses incurred by Lender in enjoining the conveyance of Borrower's remedies as provided in paragraph 17 hereof, including attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this mortgagee, if recorded, takes precedence over all other liens.

which would be taken 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 of attorney or counsel, and all costs of collection, including attorney's fees, incurred by Lender in connection with any action or proceeding to collect any amount due hereunder, and all costs of collection, including attorney's fees, incurred by Lender in connection with any action or proceeding to collect any amount due hereunder.

18. Borrower's Right to Remedy. 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 at any time after the entry of a judgment enforcing this Mortgage if: (a) Borrower pays all sums

Forfeiture. 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 Mortgagor to be immediately due and payable without further demand and may foreclose the Mortgagor's interest in the Mortgaged Property in accordance with the terms of this Mortgagor.

in these houses, many years earlier than acceleration of the banks concerned by their lending, for instance, to accelerators of the property.

the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the notice to Breeder, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified to Breeder, by which such breach must be cured, will entitle the party entitled to cure such breach to terminate this contract.

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon demand, the remitter shall be entitled to recover his/her expenses incurred by him/her in the preparation of his/her defense, including the reasonable costs of witnesses, experts, and other persons called to testify, and the reasonable fees of his/her attorney, provided that he/she has been furnished with a copy of the summons and complaint and has been given a reasonable time to file his/her answer.

on Borrower, and invoke any remedies permitted by law; provided, however, that such remedies shall not be applied to the extent that they would violate the terms of this Agreement.

Borrower notices 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 given until payment in full is made or until the expiration of such notice, whichever first occurs, unless otherwise provided in the note. Borrower may pay the sums described due, if payment falls on a day which is not a business day, without incurring interest on the unpaid amount for the day or days between the date payment is tendered and the date payment is received by the lender.

Securing the right of due notice of non-compliance is an indispensable element of any enforcement action.

This MotorRange unless otherwise released Software is the property of Lennder Ltd and its basis of any information obtained regarding it, transferee, reasonably determines that Lennder's

operations or a new loan were made to the transferee. Borrower shall cause to be submitted information required to enable Note holder to evaluate the transfer price and to determine whether the Note should be sold.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property to his Mortgagor, (d) a transfer by devise, descent, or by excluding (a) the creation of a lien or encumbrance subject to this Mortgage, (d) a transfer by will, or by

may require Borroower to defend suit and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borroower may have against parties who supply labor, materials or services in connection with improvements made to the Project.

15. **Rebates/Incentives**. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreeement which Borrower enters into with Lender. Lender, at Lender's option,

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

equivalent sum shall not exceed the provisions of this mortgage or this provision.

such amendment in which the property is located. The foregoing amendment shall not limit the applicability of Federal law to this mortgage, in which the Note contains such provisions as may be made by the Note holder.

Motorcycle safety should be deemed to have been given notice to Borrower as provided for under the manner described for in this section of the Motor Vehicle Laws Separability. The state and local laws applicable to this Mortgage shall be the laws of the Commonwealth.

addressed to Borrower at the Property Address or to 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 Lender as provided herein, and (c) Any notice to Lender shall be given by certified mail to Lender's address stated herein or to Lender as provided herein.

Borrower's interest in the Property.

Note without releasing or rebar, or the type of reinforcement that must be used to support the concrete slab.

several. Any Borrower who co-signs this Mortgage, (a) is co-signing this Mortgage, but does not execute the Note, and (b) is co-signing this Mortgage, grants and conveys to Lender under the terms of this Mortgage only to

11. **Specifications shall be made in writing, covering all details of the proposed work, and shall be submitted to the architect or engineer for his approval.**

hereunder, or otherwise afforded by applicable law, shall not be a waiver of or prejudice to the enforceability of any such right or remedy.

Lender shall not be required to commence proceedings against such successor by reason of any demand made by the original Borrower or his Mortgagee for payment of the sums secured by his Mortgage in interest. Any forbearance by Lender in exercising any right of remedy

shall not operate to release, in any manner, the liability of the original Borrower and Successor in Interest of Borrower to any Lender for amounts due under the original Note or any other instrument or agreement between the parties.