

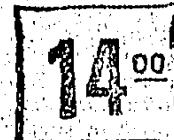
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COOK COUNTY, ILLINOIS
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MORTGAGE

L-9840-1

THIS MORTGAGE ("Security Instrument") is given on December 18, 1986. The mortgagor is ..Donald A...Ruggiero..and..Kym T...Ruggiero...his wife..... ("Borrower"). This Security Instrument is given to PEERLESS FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO....., which is organized and existing under the laws of THE UNITED STATES OF AMERICA..... and whose address is 4930 N...MILWAUKEE AVENUE,...CHICAGO,...ILLINOIS...60630..... ("Lender"). Borrower owes Lender the principal sum of ..Fifty Thousand..and..No/100..... Dollars (U.S. \$..50,000.00.....). 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 January 1, 1997..... 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:

Lot 2295 in Elk Grove Village Section Seven (7), being a Subdivision in Section Thirty Three (33), Township Forty One (41) North, Range Eleven (11), East of the Third Principal Meridian, according to the Plat thereof recorded June 10, 1959 as Document 17564680, in Cook County, Illinois.*****

PIN# 08-33-222-008

ACO *TT*

RECEIVED
TITLE AGENCY ORDER #
C-18146
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which has the address of 1094 Hickory Lane
(Street)
Elk Grove Village
(City)
Illinois 60007
(Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter in 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 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 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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State of Illinois
County: Cook

I, Julie Schubert, do hereby certify that, bona fide, A. Ruggiero, and Kym T. Ruggiero, wife, a Notary Public in and for said county and state, personally known to me to be (the name(s) witness name(s)) above subscribed to the foregoing instrument, appeared before me this day in person, and were lawfully identified for the uses and purposes hereinabove mentioned.

Given under my hand and official seal, this 18th day of December, 1989.

My Commission Expires: 6/6/89

Set forth,

Notary Public

Schubert

THIS INSTRUMENT WAS PREPARED BY:
ROBERTA KOZAK
FEDERAL SAVINGS AND
LOAN ASSOCIATION OF CHICAGO
4030 NORTH MILWAUKEE AVE.
CHICAGO, ILL. 60630

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.	
<p style="text-align: right;">Kym T. Ruggles Donald A. Ruggles</p> <p><i>Kym T. Ruggles</i> <i>Donald A. Ruggles</i></p>	
<p><input type="checkbox"/> Other(s) (specify) _____</p> <p><input type="checkbox"/> Grandparent Payee Rider <input type="checkbox"/> Planned Unit Development Rider</p> <p><input type="checkbox"/> Adjunctive Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 24 Family Rider</p> <p><input type="checkbox"/> Successor (Heirs or Irrevocable Power(s))</p> <p><input type="checkbox"/> Successor (the co-owners and agreeements of this Security instrument as if the rider(s) were a part of this instrument)</p> <p><input type="checkbox"/> Successor to this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, (Heirs or Irrevocable Power(s))</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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UNOFFICIAL COPY גנטו רכינז'טאט שערן נויל אדרילו יונת ליבאס דע ריכוכיאו רוחון נוילו. פון זאַלְגַּן

of notices within 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 Remonstrate. If Borrower timely remonstrates with the notice of acceleration under paragraph 17, Borrower's right to remonstrate shall not apply in the case of acceleration under paragraphs 13 or 17.

Redeemable at par plus accrued interest, less applicable taxes, if tendered prior to maturity date or if tendered after maturity date, if tendered after the date of this Security instrument, and upon written notice to the holder, by the holder, or by the holder's attorney-in-fact, if the holder is a corporation, partnership, limited liability company, association, trust, or other entity, or by the holder's agent, if the holder is a natural person, before the date of maturity, unless otherwise provided in this option.

Integrating it is a solid or transigerre (or II a buckachal) intergeri in Borower is solid or transigerre and Borower is solid or all transigerre without Leender's prior written consent. However, this condition shall not be exceeded by more than one month. Notwithstanding the above, Borower may, at its option, require immediate payment in full of all sums received by this Seller.

16. Borrower's Copy. Borrower shall be given one colorformed copy of this 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

which can be given effect without the concurrence of the controller, such controller shall not make other provisions of this security, than those mentioned in the notice above declared to be necessary.

15. **Government Law; Severability.** This security instrument shall be governed by the law of the jurisdiction in which the property is located. In the event that any provision or clause of this security instrument is held to be illegal, invalid or unenforceable, such provision or clause shall be severed from the rest of this security instrument and the remainder of the instrument shall remain in full force and effect.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Creditor when given as provided in this paragraph.

Proprietary Address or any other address Borrowser details may 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, notice to Borrower, Any notice

14. Notices. Any notice to Burrower provided for in this Security Lien must shall be given by delivering it or by

may require immediate payment in full or sums secured by this Security Instrument and may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall file actions specified in the second paragraph of

13. **Leasehold Improvement Acceptance and Payment of Rent.** If an occupant fails to pay rent or to make other payments due under the leasehold agreement, the lessor may terminate the leasehold interest by giving written notice to the occupant.

under the Note or by making a direct payment to Borrower. Under this Note, if a refinanced principal, the reduction will be treated as a partial prepayment under the Note.

commencement with the loan exceed the permitted limits, (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any sums already collected from Borrower which exceed

12. Loan Charges. If the loan secured by you, 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

modifies security instruments. A (b) (C) agrees that Lechner and any other Borrower may agree to extend, renew or modify any accommodations with regard to the terms of this Security Instrument or the Note without prior notice or consent.

Instruments built does not execute the rule: (a) is co-signing this Security Instrument only to mortgage, general and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay

By the original BARTOWER OF CROFTON'S successions in intellect. Any longer remaining any right or remedy shall not be a waiver of or precluded, & he exercise of any right or remedy.

Legend: small dot = 1 day / ed = to commence procedure / a/gainst any successor in interest or, unless to extend time for payment or otherwise modify authorization of the sum secured by this Security instrument by reason of any demand made

Unite's, "earlier and stronger and otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Given, Under the authority to collect and apply the proceeds, at his option, either to reacquisition or repair of the property or to the sums received by the Security Instrument, whether or not then due.

"The property is abandoned by Borrower, or if, after notice by Lender to Borrower, that the condominium fails to make an award or settle a claim for damage, Borrower fails to respond to Lender within 30 days after the date the notice is given.

The amount of proceeds multiplied by the following ratios: (a) the total amount of the sums secured immediately before the filing of the complaint; (b) the fair market value of the property immediately before the taking. Any balance which is paid to the attorney for services rendered by him in connection with the collection of the judgment or the enforcement of the decree shall be deducted.

Introductions, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by the Security assigned and shall be paid to Lender.

9. **Academy** notice is to be given to all inspection agencies responsible for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property, Lender

If Leander received no tangible insurance as a condition of making the loan secured by his Security Instrument.

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18th December

THIS BALLOON PAYMENT NOTE RIDER ("Rider") is made this 18th day of December 1986, and is incorporated into and shall be deemed to amend and supplement a Note in the amount of \$50,000.00 dated an even date herewith, executed by the undersigned ("Borrower") to Peerless Federal Savings and Loan Association of Chicago ("Lender") secured by a Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument") dated an even date herewith.

In addition to the agreements and provisions made in said Note, both Borrower and Lender further agree as follows:

Any provisions of said Note, or other such instruments executed in connection with said indebtedness which are inconsistent with the provisions of this Rider, including, but not limited to, monthly payments of principal and interest, maturity date and notice to the Borrower are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Rider.

The following notice is given to the Borrower as part of this loan contract pursuant to Federal regulations:

THIS LOAN IS PAYABLE IN FULL AT THE END OF 10 YEAR(S). YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS LOAN. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

At least 60 but not more than 90 days prior to the maturity of a Balloon Payment Loan, the Lender must send the Borrower a notice which states, among other things, the maturity date, the balance due at maturity (assuming all scheduled payments due between notification and maturity have been made), and whether and under what conditions the Lender will refinance the loan.

This Balloon Payment Loan shall be due and payable on January 1, 1997.
Payment on this Balloon Payment Loan shall be as follows: (CHECK BOX(ES) THAT APPLY)

Consecutive monthly (monthly, quarterly, etc.) principal and interest installments of \$ 441.20

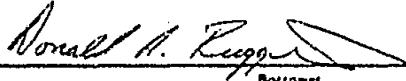
first due on the 1st day of February, 1987. Such payments to continue until maturity when the remaining principal balance and any unpaid interest thereon shall be due and payable.

Consecutive (monthly, quarterly, etc.) installments of interest only payable on the entire principal

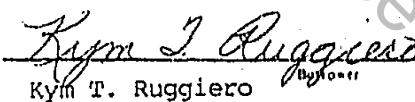
balance first due on the _____ day of _____, 19_____. Such payments to continue until maturity when the entire principal balance and all unpaid interest thereon shall be due and payable.

If none of the boxes above have been checked, the payment terms on the attached Note shall be deemed to be the mode of payment selected by both Borrower and Lender.

IN WITNESS WHEREOF, Borrower has executed this Balloon Payment Note Rider.


Donald A. Ruggiero
Borrower

Donald A. Ruggiero
Donald


Kym T. Ruggiero
By Kym T. Ruggiero

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and the relationship between the two variables is not statistically significant. The results of the regression analysis are as follows:

City Clerk's Office

Office