

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."

which has the address of 6050 Erie St Melving Ave. Chicago Illinois 60646 (City) (Street) (Zip Code) ("Property Address")

This mortgage is being re-recorded for the following: Legal description crossed out and not initialed by the borrowers

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~~UNIT 6050-3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CRESWOOD TOWNHOUSE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 2706326 AND FILED AS DOCUMENT NUMBER 133207490, IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS~~

THIS MORTGAGE ("Security Instrument") is given on November 14 1986. The mortgagors Patricia A. Fantauzzi, divorced, not since remarried ("Borrower"), This Security Instrument is given to Central Mortgage Corporation, which is organized and existing under the laws of the State of Illinois, 350 S.W. 12th Avenue, Deerfield Beach, FL 33442 and whose address is 350 S.W. 12th Avenue, Deerfield Beach, FL 33442 Borrower owes Lender the principal sum of THREE SIX THOUSAND DOLLARS AND NO CENTS Dollars (U.S. \$ 36,000.00). 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 December 1, 2016. This Security Instrument secures to Lender (a) the payment 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:

MORTGAGE

814174-3

[Space Above This Line For Recording Data]

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13 05 - 123-040 - 1009

Property of Cook County

ST-1

Diane Unit X S1119168

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Lender and Borrower agree in writing that the proceeds of such payments, and the amount of such payments, shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

10. Borrower, Forfeiture; Release; Extension of Time for Payment or Modification of Amount of the Sums Secured by this Security Instrument. Extension of the time for payment or modification of amount of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an extension of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice to the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument, and (b) agrees that Lender and any other lender may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the amount of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then, 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 from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may elect to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment; without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

14. Notices. Any notice to Borrower or provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one completed copy of the Note and of this Security Instrument. Note and declaration to be severable.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest therein is sold or transferred to a third party, the sums secured by this Security Instrument shall remain in full of all sums secured by this Security Instrument. However, this provision shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower or must pay all sums secured by this Security Instrument. If Borrower fails to pay all sums due 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 Reinstatement. If Borrower makes certain payments, Borrower shall have the right to have the amount of this Security Instrument decreased at any time prior to the expiration of the 60-day period as provided in this paragraph. If the amount of this Security Instrument is decreased, the sums secured by this Security Instrument shall remain in full of all sums secured by this Security Instrument and the Note had no acceleration (as) pay Lender all sums which then would be due under this Security Instrument and the Note had no acceleration requested for cure any default of any other covenants or agreements or payments or expenses incurred in enforcing this Security Instrument, including but not limited to reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain unchanged. Upon reinstatement by Borrower, this Security Instrument and the other parties secured hereby shall remain fully effective as if no acceleration had occurred. If, however, this Security Instrument had

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Unit 6050-3 in Crestwood Terrace Condominiums as delineated and defined on the survey of the following described property:

Lot 16 (except the Northeast 21 feet thereof) Lot 17 (except the Northeast 21 feet thereof) Lot 18 (except the Northeast 21 feet thereof) Lot 19 (except the Northeast 21 feet thereof) All of Lot 20, All of Lot 21, All of Lot 22 and All of Lot 23 in Block 1 in Anton J. Schmid's Subdivision of the Southeast 10 acres of the West 1/2 of the Northwest 1/4 of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, (except the tract of land described as follows:) Beginning at a point in the Center Line of Peterson Avenue 1.65 chains East of the Southwest 1/4 of the Northwest fractional 1/4 of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian; thence running East along said Center Line of Peterson Avenue 754.09 feet; thence North 159.01 feet; thence Northwesterly at an angle of 145 degrees 12 minutes 288.06 feet to a point in the Center Line of Holbrook Street; thence Southwesterly along the Center Line of Holbrook Street 710.06 feet, in Cook County, Illinois, which survey is attached as Exhibit A to the Declaration of Condominium made by Maywood-Praxis State Bank, as Trustee under Trust Agreement dated July 8, 1980 and known as Trust No. 5348, and recorded in the Office of the Recorder of Deeds, in Cook County, Illinois as document no. 25756326, and registered in the Office of the Registrar of Titles as document no. LR 3200490, together with its undivided 4.1667 percent interest in the common elements (excepting therefrom all the property and space comprising all of the units as set forth in said declaration and survey), in Cook County, Illinois.

The Grantor hereby grants to the Grantee, such Grantee's successors and assigns, the right and easements appurtenant to the above described real estate, the rights and easements for the benefit of the said real estate set forth in the aforesaid Declaration, and the Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein.

This Trustee's Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration as if the entire Declaration were set forth herein.

The tenant, if any, of the Unit conveyed hereby has either waived or has failed to exercise his right of first refusal or had no such right of first refusal pursuant to the provisions of the Illinois Condominium Act.

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DEPT-01 RECORDING
TH3337 THRU 2513 11/19/86 12 04
#1516 # 4 *--66-5412
COOK COUNTY RECORDER

UNOFFICIAL COPY

Voluntarily
Box 977

My Commission expires on: 4.15.88

Notary Public

Given under my hand and Notarial Seal this 14 day NOV, 1986

release and waiver of the right of homestead, free and voluntary act for the uses and purposes therein set forth, including the that ONE signed, sealed, and delivered the said instrument as NOT the foregoing instrument, appeared before me this day in person and acknowledged subscribed to personally known to me to be the same person whose name is subscribed to SHARON K. BURNS and State address, to hereby certify that SHARON K. BURNS a notary public, in and for the County of COOK STATE OF IL

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower and recorded with it).

Patricia A. Farnavuzzi
PATRICIA A. FARNAVUZZI, DIVORCED NOT SINCE REMARRIED (Seal)
Borrower

23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the terms and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check appropriate box)
- Adjustable Rate Rider
 Graduated Payment Rider
 Other(s) (Specify)
- Condominium Rider
 Planned Unit Development Rider
 Family Rider
19. Acceleration; 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 prior to acceleration under paragraphs 13 and 17 and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.
20. Lender in Possession. 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 the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the terms and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check appropriate box)

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COOK COUNTY RECORDER	