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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 11, 1983 by FRANK A. EDELL AND ROSE A. EDELL, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to AMERICAN FINANCIAL CORPORATION, which is organized and existing under the laws of ILLINOIS, and whose address is 100 WEST PLYMOUTH WAYNE, NEW JERSEY 07470 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 125,000.00). 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 APRIL 11, 1987. 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 DEERFIELD County, Illinois:

THE SOUTH 1/4 PART OF THE 1100' x 400' LOT EXCEPT THE NORTH 1/4 PART THEREOF IN SECTION 14, TOWNSHIP 38N, RANGE 12E, DEERFIELD COUNTY, ILLINOIS. IN ADDITION TO THE ABOVE A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 38N, RANGE 12E, DEERFIELD COUNTY, ILLINOIS, AGENT FOR THE BANK THROUGH THE BANK OF AMERICA NATIONAL ASSOCIATION AT THE NORTH EAST CORNER OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 38N, RANGE 12E, DEERFIELD COUNTY, ILLINOIS, THREE EAST 1/4 ROAD THE NORTH 1/4 ROAD TO THE POINT OF BEGINNING ON THE CORNER, DEERFIELD.

"SEE ATTACHED 2-4 FAMILY RIDER" MADE A PART HEREOF

FIN # 12 25 417 034 APR 11 83

which has the address of 1654 NORTH TONIC COURT DEERFIELD PARK
[Street] [City]
 Illinois 60015 ("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 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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ARMINGTON HEIGHTS, ILLINOIS 60005
111 EAST ALDENOUGH ROAD
RESIDENTIAL FINANCIAL CORP.
EXHIBIT 13 AND PREPARED BY:

[Handwritten signature]

Notary Public

Given under my hand and official seal, this 3rd day of APRIL, 1987,
I, the undersigned, a Notary Public, do hereby certify that
the foregoing instrument, appeared before me this day in person, and
I have read the same and believe that they signed and delivered the said instrument as THEIR
free and voluntary act, for the uses and purposes therein set forth.

CARMINE A. BURDI AND ROSA M. BURDI, HUSBAND AND WIFE
A Notary Public in and for said

[Handwritten signature]

[Handwritten signature]

(Space Below This Line for Acknowledgment)

ROSA M. BURDI
Borrower
(Seal)

CARMINE A. BURDI
Borrower
(Seal)

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

- Other(s) (specify)
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- XX 2-4 Family Rider
- Planned Unit Development Rider

23. 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.

21. 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 attorneys' fees, and then to the sums secured by this Security Instrument.

20. 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 unless applicable law provides otherwise). The notice shall specify: (a) the 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 the default must be cured; 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 attorneys' fees and costs of title evidence.

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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.

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization 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 amortization 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 preclude the exercise of any right or remedy.

11. Successors and Assigns Hold 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 signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear 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 interest or other loan charges 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 from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose 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 prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration 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 17.

14. Notices. Any notice to Borrower 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. If a 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 or clause 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 confirmed copy of the 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 interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option 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. Then Lender shall provide a period of not less than 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 Reinstate. 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) 90 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 Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all 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 lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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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 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 be levied on the Property, (b) yearly hazard insurance premiums, and (c) yearly leasehold payments or ground rents on the Property, 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.
- 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; Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be levied against the Property 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 or persons to whom payment is due. Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 5. Hazard Insurance.** Borrower shall keep the improvements now existing on 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 amount 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.
- 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, Lender does not have to do so.
- 8. Lender's Lien.** Lender does not have to do so.
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2-4 FAMILY RIDER

(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 18th day of April, 1988, and is incorporated in, and shall be deemed an amendment supplementing the Mortgage, Deed of Trust or Security Deed, the Security Instrument, or other similar document by the undersigned the Borrower(s) to secure Borrower's Note to the Lender of the same date and covering the property described in the Security Instrument and located at

1450 NORTH TINE COURT, BIRWOOD PARK, IL 60438

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by State law, Borrower shall not allow any lien, interior to the Security Instrument, to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall obtain and maintain adequate insurance against rent loss in addition to the other hazards for which insurance is required by the State of Illinois.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant "S" is deleted.

E. ASSIGNMENT OF LEASE. Borrower shall not assign, sublease, lease or otherwise dispose of the Property and its security interests made in the Security Instrument, or permit the assignment, Lender shall have the right to modify, extend or terminate the existing lease of the Property, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean the lease of the Security Instrument as so amended.

F. ASSIGNMENT OF RENTS. Borrower shall assign to Lender all the rents and revenues of the Property. Borrower shall make a check or cash payment of the rents and revenues and hereby directs each tenant of the Property to make the rents to Lender or Lender's agent. However, if the Lender's check, Borrower or Borrower's agent, fails to cash or deposit the Security Instrument, Borrower shall pay and deliver all rents and revenues of the Property as trustee for the benefit of Lender and Borrower shall execute all documents and assignments and make an assignment for the benefit of Lender.

If Lender desires to assign the rents and revenues of the Property to another party, Borrower is trustee for the benefit of Lender and shall make all payments due to the assignee of the rents and revenues of the Property and shall execute all documents and assignments and make an assignment for the benefit of Lender's agent or Lender's agent's agent or the tenant.

Borrower has not executed any prior assignment of rents and revenues of the Property and that will prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter into a lease with a tenant, or to make any other agreement with a tenant, if brought to Borrower. However, if a tenant is unable to pay the rents and revenues of the Property, Lender may apply for rents and revenues of the Property and may waive any right of the tenant to the rents and revenues of the Property and may assign the rents and revenues of the Property to another party, in Lender's sole discretion.

G. CROSS-DEFAULT PROVISION. Borrower's obligation to the Lender under any other agreement in which Lender has an interest shall be a breach under the Security Instrument if Lender may receive any of the rents and revenues permitted by the Security Instrument.

IN WITNESS WHEREOF, Borrower has hereunto set their hand and seal and the Lender has hereunto set their hand and seal this 18th day of April, 1988.

[Signature]
Borrower

[Signature]
Lender

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Property of Cook County Clerk's Office