

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 22, 1987. The mortgagor is Edward Armentano and Mary Ellen Armentano, Husband and Wife ("Borrower"). This Security Instrument is given to Midwest Bank and Trust Company, which is organized and existing under the laws of State of Illinois, and whose address is 1606 N. Harlem Ave., Elmwood Park, Illinois 60635 ("Lender"). Borrower owes Lender the principal sum of Ninety-Two Thousand and no/100 Dollars (U.S. \$ 92,000.00). 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 June 1st, 2017. 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:

The South 50 Feet of the North 100 Feet of Lot 7 (Except the East 8 Feet) in Block 14 in Mills and Son's Green Fields Subdivision, a Subdivision in Section 36, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. 12-36-414-024-0000

H A O Lm

C/K/A 1811 N. 73rd Ave. Elmwood Park, Illinois 60635

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which has the address of 1811 N. 73rd Ave., Elmwood Park, Illinois 60635  
(Street) (City)  
("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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|              |                                      |
|--------------|--------------------------------------|
| NAME         | Midwest Bank and Trust Company       |
| ADDRESS      | 1811 N. 73rd Ave., Elmhurst Park, IL |
| CITY         | Elmhurst Park, IL 60635              |
| STATE        | IL                                   |
| ZIP          | 60635                                |
| PHONE        | (312) 941-1111                       |
| FAX          | (312) 941-1111                       |
| BOX 333 - CC |                                      |
| NAME         | Midwest Bank and Trust Company       |
| ADDRESS      | 1606 N. Hartem Ave.                  |
| CITY         | Elmhurst Park, IL 60635              |
| STATE        | IL                                   |
| ZIP          | 60635                                |
| PHONE        | (312) 941-1111                       |
| FAX          | (312) 941-1111                       |
| L            |                                      |
| NAME         | Midwest Bank and Trust Company       |
| ADDRESS      | 1606 N. Hartem Ave.                  |
| CITY         | Elmhurst Park, IL 60635              |
| STATE        | IL                                   |
| ZIP          | 60635                                |
| PHONE        | (312) 941-1111                       |
| FAX          | (312) 941-1111                       |
| R            |                                      |
| NAME         | Midwest Bank and Trust Company       |
| ADDRESS      | 1606 N. Hartem Ave.                  |
| CITY         | Elmhurst Park, IL 60635              |
| STATE        | IL                                   |
| ZIP          | 60635                                |
| PHONE        | (312) 941-1111                       |
| FAX          | (312) 941-1111                       |
| L            |                                      |
| NAME         | Midwest Bank and Trust Company       |
| ADDRESS      | 1606 N. Hartem Ave.                  |
| CITY         | Elmhurst Park, IL 60635              |
| STATE        | IL                                   |
| ZIP          | 60635                                |
| PHONE        | (312) 941-1111                       |
| FAX          | (312) 941-1111                       |
| R            |                                      |

My Commission expires: 3/6/19

Given under my hand and official seal, this 27 day of May 1987  
 signed and delivered the said instrument as theretofore free and voluntary act, for the uses and purposes herein  
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he,  
 wife, personally known to me to be the same person (s), whose name (s) wife,  
 do hereby certify that Edward Attencio, and Mary Ellen Attencio, Husband and Wife,  
 I, a Notary Public in and for said County and State,  
 J. H. Way

STATE OF ILLINOIS, County of Cook, County Clerk's Office, Elgin, IL, for Acknowledgment

Mary Ellen Attencio  
 Edward Attencio  
 (Seal)  
 (Seal)

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

- Other(s) [Specify]  Adjustable Rate Rider  Planned Unit Development Rider  2-4 Family Rider  Condominium Rider  Fixed Rate Rider
  - Graduate Plan Rider  Fixed Rate Rider  22. Waiver of Homested. Borrower waives all right of homestead except in the Property.
  - 23. Release to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument.
  - 24. Waiver of Homested. Borrower waives all right of homestead except in the Property.
- Instrument without charge to Borrower. Borrower shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorney fees, etc., but not limited to the receiver's fees, premiums on costs of managing those assets collected by the receiver first to payment of the rents of the property in which the receiver resides.
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 may judgmentally sell the property to the highest bidder or any other bidder demand and foreclose on the property in accordance with the laws of the state in which the property is located.
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 unless applicable law provides otherwise). The notice shall specify: (a) the date acceleration is required to cure the default; (b) the action required to cure the default or before the date the notice is given; (c) a date, not less than 30 days from the date the notice is given, 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 rights to reinstate after acceleration and the right to assert in the foreclosure proceedings before the date specified in the notice is given, by which the default is not cured on or before the date specified in the notice, Lender or any other bidder demand and may foreclose its immediate payment in full of all sums secured by this Security Instrument if its option may require the acceleration and foreclosure proceedings.
18. Non-Uniform Covenants. Lender shall provide in the notice the remedies provided in this Paragraph 19, including, but not limited to, reasonable attorney 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 Bound; 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 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 loan 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 partial 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 step 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. 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument, nor 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 conformed 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. The notice 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) 5 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. Those 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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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall become additional debt of Borrower secured by this instrument.

Lender may take action under this paragraph 7, Lender does not have to do so.

Interest accruing in court, paying reasonable attorney fees and expense to make repairs, although in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this 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 this instrument.

7. Protection of Lenders' Rights in the Property; Mortgagor shall 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 this instrument.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

6. Preservation and Leaseholds. Borrower shall not destroy, damage or subdivide instruments, if change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

postpone the due monthly payments referred to in paragraphs 1 and 2 or change the amounts specified by this instrument from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property is extended or

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The third period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carried has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, if the

carrier and Lender, Lender may make proof of loss if not made promptly by Borrower or Lender all receipts of paid premiums and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

All insurance carrier policies and renewals shall be held by Lender until prompt notice to Lender, Lender shall have the right to hold the policies and renewals, if Lender renews, etc., Borrower shall promptly give to Lender

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter erected on the Property of paid premiums and renewals, if Lender renews, etc., Borrower shall promptly give to Lender all receipts of paid premiums and renewals shall be held by Lender until prompt notice to Lender, Lender shall have the right to hold the policies and renewals, if Lender renews, etc., Borrower shall promptly give to Lender

of the giving of notice.

This insurance shall be maintained in the term "extinct coverage", and any other hazards for which Lender requires against loss by fire, hazards included within the term "extinct coverage", and any other hazards for which Lender

agreed to provide for the insurance shall be chosen by Borrower subject to Lender's approval which Lender

all receipts of paid premiums and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

All insurance carrier providing the insurance shall be maintained in the event of loss, Borrower shall promptly give to Lender

the Property is subject to a lien or foreclosure of any part of the property that Lender determines that an agreement shall be entered into the lien or foreclosure of any part of the property that Lender determines that an

agreement shall be entered into the lien or foreclosure of any part of the property that Lender determines that an

agreement shall be entered into the lien or foreclosure of any part of the property that Lender determines that an

agreement shall be entered into the lien or foreclosure of any part of the property that Lender determines that an

Note: there is no amount paid by Lender under paragraph 2; and for the principal due, and for the principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the

paraphraphs 1 and 2 shall be applied first, to late charges due Notes second, to payments received by Lender under

any funds held by Lender. If under paragraph 19 the property is sold or acquired by Lender, Lender shall promptly refund to Lender any

amounts held by Lender in full of all sums secured by this Security Instrument, unless held by Lender at the time of

application as a credit, or to the sale of the property or its acquisition by Lender, any funds held by Lender at the time of

any funds held by Lender, or to make up the deficiency in one of the amounts when due, Borrower shall pay to Lender

the due dates of the escrow items, either promptly or credit 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, the excess shall be

paid to Lender, together with the future monthly payments of funds payable prior to this Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

1. Payment of Principal and Lender covenant and agree as follows:

8/29/14