

# UNOFFICIAL COPY

87306430

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 22nd, 1987. The mortgagor is Patrick Scilliano ("Borrower"). This Security Instrument is given to National Security Bank of Chicago, which is organized and existing under the laws of The United States of America, and whose address is 1030 West Chicago Avenue, Chicago, IL 60622 ("Lender"). Borrower owes Lender the principal sum of Ten Thousand and NO/100 Dollars (U.S. \$10,000.00). 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 May 30, 1992. 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 11 in block 17 Bickerdike's addition, a subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the third Principal Meridian, in Cook County, Illinois.

Permanent Tax No.: 17 08 131 004

C BO  
Sm

87306430

which has the address of 1471 West Grand Avenue, (Street), Chicago, (City),  
Illinois 60622 (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 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 seised 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.

# UNOFFICIAL COPY

87306430

(**Important:** Follow This Line Recommended for Landers and Handcarriers)

300 W. Chicago Avenue.

National Security Bank of Chicago.

Lydia D. Kallier

My Commutation expires: 17/11/2013  
MOTARY PUBLIC STATE OF ULLAHABAD  
MY COMMUNICTION EXP. NOV. 17, 1987  
ISSUED THRU 22L. MORTARY ASSOC.

Given under my hand and affixed seal, this 22nd day of May 1987

..... personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he ....., he ..... signed and delivered the said instrument as his ..... free and voluntary act, for the uses and purposes herein

**BOX  
359**

BOX 359

DEPT-01 RECORDING  
TW1111 TRAN 1100 06/05/87 11:45  
#4907 N 2 \* - 07-3044  
COOK COUNTY RECORDER

By SIGNING BELOW, You agree to accept all terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded within.

Adjustments - Xotic Rider       Condominium Rider  
 Grandparent Rider       Planned Unit Development Rider  
 Grandparent Rider       Home Improvement  
 Other(s) (Specify) \_\_\_\_\_

23. **Rideas to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this document, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the contents of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

# UNOFFICIAL COPY

87306430  
Oct 9 2018

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 Joint; 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 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 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 steps specified in the second paragraph of paragraph 17.

**14. Noticees.** 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 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 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.

# UNOFFICIAL COPY

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.

Within Ullielas' ledger and Barrower's otherwise agreeable in writing, any application of proceeds to printing, it shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments under paragraph 19 the Property is acquired by Lender, Barrower'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 prior to the acquisition.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause underwritingability without.

**3. Hazarded Insurance.** Borrower shall keep the insurance now existing or hereafter received on the Property measured against loss by fire, hazards included within the term "extending coverage", and any other hazards for which Lender requires, for 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.

Borrower shall promptly acknowledge over the lien which has priority over the obligations secured by the lien in a manner acceptable to Lender; (a) contains in good faith the lien by, or defers a payment of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operate to good agreements in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien by, or defers a payment of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operate to good agreements in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender; unless otherwise:

**3. Application of payments.** Unless applicable law provides otherwise, all payments received by Lender under participation and Z should be applied first to amounts payable under paragraph 2; second to interest and last to principal.

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under Paragraph 19 of this Agreement to hold or acquired by Lender, and Fund held by Lender at the time of application for a credit, provided that the same accrued 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, 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 one or more dividends as required by Lender.

Understand that in certain situations, the Fund may agree to pay dividends on its shares before the Fund has been paid in full.

The Funds shall be held in an institution the deposits or accounts of which are insured by a federal or state insurance authority, and the accounts of the Funds may not be included in the assets of the institution.

to Leander on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") one-one-twelfth of (a) yearly taxes and assessments which may accrue during the year, or ground rent on the demesnehold payments, if any. These items are called "escrow items". Leander may claim title to funds due on the premises of escrow items, if any. The items of escrow items, if any.

The principal of dual interests on the Note is evidenced by the Note itself and may preclude any claim for recovery of the principal or interest on the Note.