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COOK COUNTY, ILLINOIS  
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## MORTGAGE

15<sup>00</sup>

THIS MORTGAGE ("Security Instrument") is given on November 3, 1988. The mortgagor is Wayne J. Greco and Vera Greco, his wife ("Borrower"). This Security Instrument is given to FIDELITY, 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 5455 West Belmont Avenue, Chicago, Illinois 60641 ("Lender"). Borrower owes Lender the principal sum of THIRTY THOUSAND AND 00/100 Dollars (U.S. \$30,000.00). 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, 2003. 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, Illinois:

Parcel 1: The South 10 feet of Lot 8 and Lot 9 (except the South 5 feet thereof) in Block 28 in Schumacher and Gnaedinger's addition to Chicago, being a Subdivision of that part of the East 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian lying North of Grand Avenue (except the 2 acres thereof described as follows: commencing at the Northeast corner of said Southeast 1/4 of Section 25; thence West 20 rods; thence South 16 rods; thence east 20 rods; thence north 16 rods to the point of beginning) in Cook County, Illinois; also Parcel II: Easement for the benefit of parcel I as created by deed from Caroline Scalzo and Michele Scalzo, her husband to John Kudela and Eleanor Kudela, his wife dated November 6, 1959 and recorded December 31, 1959 as Document Number 17,747,330 for the purpose of Ingress and Egress and of maintaining, repairing and replacing the eaves and gutters located on Parcel I over and across the North 3 feet of the South 5 feet of Lot 9 in Block 28, Subdivision aforesaid, all in Cook County, Illinois;

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## THIS IS A LEGAL PAPER

which has the address of 2618 N. 73rd Avenue, Elmwood Park, [Street] [City], Illinois 60635 ("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 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.

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ANGELA M. MUELLER  
NOTARY PUBLIC STATE OF CALIFORNIA  
NOTARIAL PRACTICE LICENSE #178474  
MY COMMISSION EXPIRES 11/17/2018  
Notary Public Seal

Witnesses my hand and official seal this 3rd day of November 1983

(he, she, they)

..... they ..... executed said instrument for the purposes and uses therein set forth.  
(nisi, nec, tamen)

1. **the undersigned**, a Notary Public in and for said country and state, do hereby certify that  
Mayne, J., Greece and Vera, Greece, his wife, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be true, free and voluntary act and deed of them.

STATE OF ILLINOIS  
COUNTY OF COOK  
SS:

# THE SILENT SWAN HOME IN ST. SITHIS

LOAN NUMBER: 8-510083-3

ATTN: BETTY D. SELL

FIDELITY FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF CHICAGO  
5455 WEST BELMONT AVENUE  
CHICAGO, ILLINOIS 60641  
BOX 999-GG

- Adjustable Parachute Rider
- Commando/motorized Rider
- Jet-powered Rider
- Grandstaircase/Escalante Rider
- Planned Unit Development Rider
- Other(s) [Specify] \_\_\_\_\_

**23. Plates to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument; the coverants and agreements of each such rider shall remain in full force and effect notwithstanding any conflict between the terms of this Security Instrument and the terms of the rider(s).

22. **Waiver of Homeestead.** Borrower waives all right of homestead exemption in the Property.

23. **Relief.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recodification costs.

24. **Costs of Management.** Costs of property and collection of rents, including, but not limited to, receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

but not limited to, reasonable attorney's fees and costs of title evidence.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the section required to cure the default; (c) a date, not later 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, foreclosing 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 proceeding that the note is not yet due and payable. Lender may require the payment of attorney fees and costs in connection with any action to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collection, garnishment, attachment, replevin, suit on a garnishee, and suit to recover possession.

**NON-UNIFORM GOVERNANTS.** Bottower and Lennder further covenant and agree as follows:

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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 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. 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 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.

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

7. Protection of Lennder'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 to determine whether or not the security interest in the property is valid, the trustee may file suit in the name of the trustee to collect the amount due under the note and to foreclose the mortgage.

**6. Preservation and Maintenance of Property; Leaseshelds.** 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. If Borrower acquires fee title to the Property, the lessee shall still hold all rights under the lease.

Where the notice is given,  
Unless Lender or Borrower otherwise agree in writing, any application of proceeds to principal 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. 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 is hereby limited to the extent of the sums secured by this instrument.  
Instrument immediately prior to the acquisition of the property prior to the acquisition.

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, if the insurance proceeds are applied to repair the property, the sum so expended by Lender may collect the insurance proceeds. Lender may use the insurance proceeds to repair or restore the property to its condition prior to the loss, 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.

All insurance policies and renewals shall be acceptable to Lender, second shall include a standard mortgage clause. All renewals shall be held by Lender until paid premiums and renewals notices. If Lender requires shall promptly give to Lender either shall have the right to hold the policies and renewals shall be acceptable to Lender, second and renewals notices. If Lender requires shall be held by Lender until paid premiums and renewals notices. If Lender requires shall make proof of loss if no made promptly by Borrower.

**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 set forth in the certificate provided by the insurance company. The insurance carrier shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable considering the insurance shall be chosen by Borrower.

**3. Application of Law to Payments.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs that end 2 shall be applied first, to late charges due under the Note; second, to preparement charges due under the Note; third, to amounts payable under the Note; and fourth, to principal due.

Upon a written demand in writing by any of our successors or assigns, Lender shall promptly return to Borrower any Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of than mezzanine, 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.

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.

If the due dates of the escrow items, shall exceed the amount required to Borrower or credited to Buyer the escrow items when due, the excess shall be, at Borrower's option, either promptly paid to Borrower or on monthly payments of Funds. If the due dates of the escrow items, shall exceed the amount required to Borrower or credited to Buyer the escrow items when due, the excess shall be, at Borrower's option, either monthly payments of Funds paid by lender, together with the future monthly payments of Funds paid by lender.

purpose of which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or otherwise provided in the Note, Lender shall be entitled to pay Borrower any interest or earnings on the Funds and the Banker shall collect such interest or earnings from the Funds.

The Funds shall be held in an institution such as accounts of which are insured by a federal or state agency (including Lennder if Lennder is such an institution). Lennder shall apply the Funds to pay the escrow items.

(b) Leenders 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 Interest; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgagor insurance premiums, if any. These items are called "escrow items." Leenders may estimate the Funds due on the

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2-4 FAMILY RIDER  
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 3rd day of November, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2618 N. 73rd Avenue Elmwood Park, Illinois 60635  
[Property Address]

**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 federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

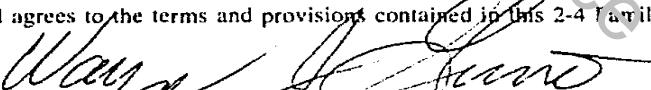
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

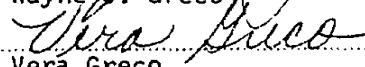
Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

  
Wayne J. Greco .....(Seal)  
Wayne J. Greco .....-Borrower

  
Vera Greco .....(Seal)  
Vera Greco .....-Borrower

Tax No. 12-25-413-033-0000

Loan Number: 8-510083-3

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