

# UNOFFICIAL COPY

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Form 1000-1000 Rev. 2-1-80  
Page 1 of 2

DOC 020

Loan # 0010001983

## MORTGAGE

1987 THIS MORTGAGE ("Security Instrument") is given on DECEMBER 31  
by STANLEY A. MAUTIS AND MARILYN MAUTIS, HIS WIFE  
("Borrower"), This Security Instrument is given to  
FIRST FAMILY MORTGAGE COMPANY, INC., which is organized and existing  
under the laws of IL JURISDICTION, IL 60532  
Borrower owes Lender the principal sum of FIFTY FOUR THOUSAND FOUR HUNDRED & 00/100  
Dollars (\$ 54,400.00) 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 JANUARY 1st, 2018  
security for Lender for the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications on the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument and for 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 39 IN BLOCK 5 IN ALBERT CRANE SUBDIVISION OF SOUTH 3/4 OF THE WEST 1/4 OF  
SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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TAX I.D. NO. 0 37 20 327 030

which has the address of 3025 SOUTH EMERALD

Room 60636

CHICAGO

(Cont)

\$16.00

I and/or my wife own 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 improvements 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 vested of the estate hereby conveyed and has the right to  
mortgage, grant and sell the Property and that the Property is unencumbered, except for encumbrances of record  
Borrower covenants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

THE SECURITY INSTRUMENT contains uniform covenants for natural use and non-uniform covenants with  
limited variations. These covenants constitute a uniform security instrument covering real property.

RECORDED ON DATE: 10/10/2018 BY: CLERK'S OFFICE - CHICAGO, ILLINOIS  
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Uniform Condominium Mortgagors and Lenders and associated documents

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 any prepayment and late charges due under the Note.
2. Funds for Taxes and Assessments. Subject to applicable law or in 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, 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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (hereinafter referred to as "Lender if Lender is such an institution"). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured 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, 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, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

2. Post payment or full or all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately 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.

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. Charge Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority 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 in time directly to the person named payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation covered by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or cause one or more of the actions set forth above within 10 days of the giving of notice.

5. Hidden Liabilities. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by one, or more, carriers 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 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.

All insurance policies and renewals shall be payable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies in trust until the following requirements are met: (a) all premiums are paid; (b) all receipts of paid premiums and renewal notices. In the event of loss, Borrower will give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property 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.

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 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 prior to the acquisition shall pass to Lender in the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 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 7, Lender does not have to do so.

Any amounts deducted 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.

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NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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 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 redeem 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.

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 bond and reasonable attorneys' 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 recording costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (if such applicable law(s) so permit).

Adoption-Pass Rider

Condominium Rider

2-4 Family Rider

Graduate Payment Rider

Planned Unit Development Rider

Other(s) (specify)

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.

*Stanley A. Mazutis 1431/61  
Marilyn Mazutis (Seal)  
Stanley A. Mazutis (Seal)  
Marilyn A. Mazutis (Seal)*

(Please Date The Law For Dissemination)

COUNTY OF: ILLINOIS ,

I, THE UNDERSIGNED

, A NOTARY PUBLIC IN AND FOR SAID

CITY AND COUNTY, DO HEREBY CERTIFY THAT STANLEY A. MAZUTIS AND MARILYN MAZUTIS

HIS WIFE

, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS

WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN Person, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

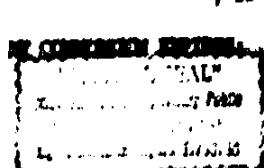
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

31ST

DAY OF DECEMBER

, 19 87.

*Jessie M. Bailey*  
NOTARY PUBLIC



RECORDED AND INDEXED TO:

FIRST FAMILY INSURANCE COMPANY, INC.  
2000 GREEN AVENUE  
MEMPHIS, TENNESSEE 38132

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If I agree to accept a longer or shorter term as a condition of making the loan referred to this Security Instrument, then we shall pay the amounts due under this instrument in effect until such time as the requirement for the longer or shorter term is terminated in accordance with Section 7 and I attach a written agreement of applicable law.

**R. Inspection** Lender may inspect the real estate at reasonable times upon and inspection of the Property. Lender will not be liable for damage to the Property during an inspection if there is no reasonable cause for the inspection.

**9. Condemnation.** The results of any judgment against the University, direct or consequential, in connection with any condemnation of any or all of the assets of the University, or the existence of such a condemnation, are hereby

The amount of the principal and interest shall be applied to the sum secured by this Security Instrument. The holder may apply such amounts as he chooses to B or C or D. In the event of a partial taking of the Property pledged, the amount of principal outstanding on the sum secured by this Security Instrument shall be reduced by the amount of the sum taken, provided, however, that if the sum taken is less than one-half of the total amount of the sum secured immediately before the taking, the holder may apply such amount as he chooses to B or C or D.

17. The buyer is responsible for the Bidding Fee and other amounts. It is agreed by the Seller to the Buyer that the vendor's offer is accepted subject to the following conditions: (a) payment of the deposit within 10 days after the date the notice is given; (b) payment of the balance within 10 days after the date of completion; (c) payment of the stamp duty and registration fees within 10 days after the date of completion; (d) payment of the Bidding Fee within 10 days after the date of completion.

The amount of principal which may be advanced by the bank upon any application for proceeds to principal shall not exceed of

**Interest.** The term "Interest" means interest calculated at the rate of 12% per annum on the amount of such payments.

10. The Company may at any time cancel or refuse extensions in interest  
payments, or demand payment and will not be bound to extend time for  
payment if it is satisfied that there is no reasonable cause for the reason of any demand made  
by the Company, and will not be bound to exercise any right or remedy

**11. Representations and Warranties Regarding Intellectual Property Rights and Patent License Agreements.** The representations and agreements of the Company and its Subsidiaries contained in Section 3.11 of the Disclosure Schedule are true and correct in all material respects.

11. Structure and function manual, user and service manual, subject to the provisions

The Social Security Act provides that no one may receive benefits under the program unless he has applied for them. A person who signs this Security Agreement does so in his own name and on behalf of his wife.

that the Note is due and payable in full at the time of payment, grant and convey  
the Note to the payee, and that the payee is not personally obligated to pay  
the Note. The payee may extend the maturity date of the Note or agree to accept  
partial payments on the Note, which sets maximum loan

12. Legal charges - The amount of legal charges collected or to be collected in respect of the amount of principal loan reduced by the amount of interest which exceeded the rate of interest stipulated in the agreement and during the principal period.

13. **Regulation Affecting Trade's Rights.** The effect of application of this law has the effect of suspending or terminating the right of foreign trade to import and export, and may have any remedial consequences as may be provided by the second paragraph of Article 10.

14. **Notices.** A notice shall be given by delivering it or by leaving it at the place where the person to whom it is directed may be found, or by sending it by registered post to his last known address, or by some other method. The notice shall be directed to the person to whom it is given, and if he is a child under the age of sixteen years, to his father or mother, or to his guardian or master, or to his master or guardian if he is a child under the age of sixteen years. Any notice

...comply with the Information and the law of the

11. Governing Law. Notwithstanding anything to the contrary contained in this Agreement, the Securities Instrument is the  
Standard Form of Securities Document and the Securities Document and the  
Agreement shall be governed by and construed in accordance with the laws of the State of New York.

I enclose \$100 per R. to cover my expenses. The house will provide a general fund for all expenses, which I estimate must pay all sums received by me during the period of my stay. I enclose my account of this period. I enclose my account of my expenses.

**18. Borrower's Right to Remedy.** If at any time during the term of this Note, the Borrower shall have the right to have a copy of the original Note and all other documents or instruments executed by the Borrower in connection therewith, and the power of sale contained in those documents or instruments, if any. These conditions are that Borrower has not been in arrears for more than 30 days and the Note had no acceleration clause. The Borrower shall pay all expenses incurred in enforcing the rights and remedies available to him/her under such action or remedy that may be taken by the Lender against the Property and Borrower's interest therein, and the amount so expended, upon reimbursement by the Borrower, shall remain fully effective as if no acceleration had occurred.

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**UNOFFICIAL COPY****2-4 FAMILY RIDER  
(Assignment of Rents)**

THIS 2-4 FAMILY RIDER is made on the 31st day of DECEMBER, 1987,  
and is being signed and dated to document and support the Mortgage, Deed of Trust or Security Deed (the  
Security Instrument) on the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to  
**FIRST FAMILY MORTGAGE COMPANY, INC.** (the "Lender")  
of the same date, and covering the property described in the Security Instrument and located at

**3025 SOUTH EMERALD, CHICAGO, ILLINOIS 60616**

**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, 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 Interest to be placed against the Property, w/o 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 Lender's Covenant A.

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

**E. ASSIGNMENT OF LEASES:** If Lender so requires, Borrower shall assign to Lender all leases of the Property and all rights, options to renew, or termination with respect to the Property. Upon the assignment, Lender shall have the right to immediately cancel 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 a lease of the Security Instrument or a leasehold.

**F. ASSIGNMENT OF RENTS:** Borrower shall orally assign 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 agent. 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, or if Lender receives notice of Borrower shall be held by Borrower as trustee for benefit of Lender, rents will be applied in the same manner by the Security Instrument, and Lender shall be entitled to collect and receive all rents due of the Property, and each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent or Lender's written demand to the tenant.

Borrower has not received any prior assignment of the rents and has not so far done 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, as of itself, constitute 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 PROVISIONS:** Borrower's default on each individual 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.

**RE SIGN:** Below, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

*Marylyn Marzitis*  
MARYLYN MARZITIS  
*Stanley A. Marzitis*  
STANLEY A. MARZITIS

(Seal)  
Borrower(Seal)  
Borrower

SFC 10545

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