

This instrument prepared by:
Liz Woodrick
2 Crossroads of Commerce, Ste 740
Rolling Meadows, IL 60008

UNOFFICIAL COPY

88146744

DCPT-01

\$16.40

T#4444 TRAN 1659 04/08/88 10:42:00
#1691 # D * -88-146744
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 31 1988 The mortgagors Mario A. Amato and Maria C. Amato, his wife, and Michele Bonanno and Antonina Bonanno, his wife

("Borrower") This Security Instrument is given to AmeriMac Savings Bank, F.S.B.

which is organized and existing under the laws of The United States of America, and whose address is

2 Crossroads of Commerce, Ste 740, Rolling Meadows, IL 60008 ("Lender").

Borrower owes Lender the principal sum of One hundred twenty thousand dollars and 00/100's-----

----- Dollars (U.S. \$ 120,000.00). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2018 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:

PARCEL 1B:

THE EAST 65.0 FEET OF THE WEST 151.0 FEET OF THE NORTH 101.20 FEET OF LOT 32 IN FIRST ADDITION TO PLUM GROVE ESTATES BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 2B:

EASEMENTS AS SET FORTH IN THE CERTIFICATE OF SURVEY DATED JULY 19, 1967 AND RECORDED JULY 31, 1967 AS DOCUMENT 20213568 BY FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, A CORPORATION OF THE UNITED STATES OF AMERICA, AND AS CREATED BY THE DEED FROM FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, TO ERNEST E. NELSON AND ELEANOR E. NELSON, DATED AUGUST 7, 1967 AND RECORDED OCTOBER 2, 1967 AS DOCUMENT 20277592 FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND DRIVEWAY OVER AND ACROSS THE EAST 10.0 FEET OF THE WEST 156.0 FEET OF THE NORTH 106.0 FEET TOGETHER WITH SOUTH 10.0 FEET OF THE NORTH 106.0 FEET OF THAT PART LYING EAST OF THE WEST 156.0 FEET OF LOT 32 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1B) IN FIRST ADDITION TO PLUM GROVE ESTATES AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 02-26-409-017

-88-146744

H.A.O

which has the address of 3704 Emerson Avenue Rolling Meadows

Illinois 60008 ("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.

RELATIVITY SERVICES # 2200

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DAVID R. ROSEBERRY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/11/93
"OFFICIAL SEAL"

American Savings Bank, F.S.B.
2 Crossroads of Commerce, Ste 740
Rolling Meadows, IL 60008

Please send to:

Notary Public

David R. Roseberry

My Commission expires: 11/11/93

Given under my hand and official seal, this 31 day of March, 1988

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

and Antonina Bonanno, his wife, personally known to me to be the same person(s) whose name(s) are

do hereby certify that Mario A. Amato and Maria C. Amato, his wife, and Michele Bonanno

, a Notary Public in and for said county and state,

David R. Roseberry

DuPage County ss:

STATE OF ILLINOIS

[Space Below This Line For Acknowledgment]

Antonina Bonanno
-Borrower
(Seal)

Michele Bonanno
-Borrower
(Seal)

Maria C. Amato
-Borrower
(Seal)

Mario A. Amato
-Borrower
(Seal)

Mario A. Amato
-Borrower
(Seal)

Mario A. Amato
-Borrower
(Seal)

Mario A. Amato
-Borrower
(Seal)

Mario A. Amato
-Borrower
(Seal)

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

Other(s) [specify] Occupancy Rider

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Instrument. [Check applicable box(es)]

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 each 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.

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

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 recordation costs.

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

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 reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. 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.

NON-UNIFORM COVENANTS Borrower and Lender 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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OCCUPANCY RIDER TO MORTGAGE

LOAN NO: 55-101032
DATE: March 31, 1988

THIS AGREEMENT REGARDING OCCUPATION CONSTITUTES A CONDITIONAL MODIFICATION OF A PROMISSORY NOTE (SAID NOTE) AND MORTGAGE (SAID MORTGAGE) OF THE SAME DATE HERewith, EXECUTED BY Mario A. Amato and Maria C. Amato, his wife, and Michele Bonanno and Antonina Bonanno, his wife

AmeriMac Savings Bank, F.S.B. (BORROWER) IN FAVOR OF (LENDER)
REGARDING CERTAIN REAL PROPERTY KNOWN AS (SAID REAL PROPERTY).
3704 Emerson Avenue Rolling Meadows, IL 60008

RECITAL

BORROWER HAS MADE AN APPLICATION TO LENDER FOR A LOAN IN THE SUM OF \$120,000.00 (SAID LOAN) TO BE SECURED BY SAID MORTGAGE AND, WITH RESPECT TO SUCH APPLICATION, HAS REPRESENTED TO LENDER THAT BORROWER WILL OCCUPY SAID REAL PROPERTY AS BORROWER'S PRINCIPAL RESIDENCE. SUBJECT TO SAID REPRESENTATION LENDER HAS APPROVED SUCH LOAN.

THIS AGREEMENT CONFIRMS THE REPRESENTATIONS OF BORROWER REGARDING OCCUPANCY OF SAID REAL PROPERTY AND SETS FORTH THE TERMS OF THE MODIFICATION OF SAID NOTE IN THE EVENT, FOR ANY REASON, BORROWER FAILS TO OCCUPY SAID REAL PROPERTY.

AGREEMENT

1. REPRESENTATIONS OF BORROWER. IN CONSIDERATION OF THE MAKING OF SAID LOAN TO BORROWER BY LENDER, BORROWER DOES HEREBY AGREE TO (1) OCCUPY THE SAID REAL PROPERTY AS BORROWER'S PRIMARY RESIDENCE WITHIN (30) DAYS OF THE DATE SAID MORTGAGE IS RECORDED AND (2) CONTINUE TO OCCUPY SAID REAL PROPERTY THROUGH THE ONE-YEAR ANNIVERSARY DATE OF THE RECORDATION OF THE MORTGAGE.

2. MODIFICATION OF SAID NOTE. IN THE EVENT BORROWER FAILS TO OCCUPY SAID REAL PROPERTY AS DESCRIBED ABOVE, SAID NOTE SHALL BE DEEMED AUTOMATICALLY AMENDED AS FOLLOWS WITHOUT FURTHER ACT OF LENDER:

(A) THE INTEREST RATE SET FORTH IN SAID NOTE SHALL BE INCREASED FROM 10.000 % TO 11.000 % EFFECTIVE AS OF THE DATE SAID MORTGAGE WAS RECORDED, AND ALL SUBSEQUENT PAYMENTS SHALL BE ADJUSTED ACCORDINGLY IN COMPLIANCE WITH THE PROVISIONS OF SAID NOTE;

(B) A LATE CHARGE OF FIVE PERCENT (5%) SHALL APPLY TO ANY INSTALLMENT PAYMENTS NOT MADE WITHIN FIFTEEN (15) DAYS OF ITS DUE DATE;

3. COMPLIANCE WITH LAW. IN NO EVENT SHALL ANY OF THE PROVISIONS STATED IN ARTICLE 2 ABOVE BE APPLICABLE TO THE EXTENT THEY RESULT IN AN INTEREST RATE, LATE CHARGE, OR PREPAYMENT CHARGE IN EXCESS OF THE MAXIMUM PERMITTED BY LAW.

4. ASSIGNMENT. THIS AGREEMENT MAY BE ASSIGNED BY LENDER AT ANY TIME.

5. WAIVER OF OBLIGATION TO OCCUPANCY. NOTWITHSTANDING THE PROVISIONS OF ARTICLE 2 ABOVE, IF BORROWER FAILS TO OCCUPY SAID REAL PROPERTY AND DEMONSTRATES TO LENDER'S REASONABLE SATISFACTION THAT SUCH FAILURE WAS DUE TO CAUSES BEYOND BORROWER'S CONTROL, THE PROVISION OF SAID ARTICLE 2 SHALL NOT APPLY.

Mario A. Amato 3/31/88
BORROWER DATE

Mario A. Amato

Maria C. Amato 03-31-88
BORROWER DATE

Maria C. Amato

Michele Bonanno
BORROWER DATE

Michele Bonanno

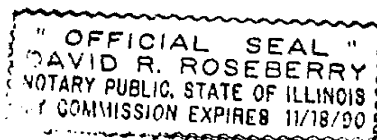
Antonina Bonanno
BORROWER DATE

Antonina Bonanno

SUBSCRIBED AND SWORN BEFORE ME THIS 31 DAY OF March, 1988.

David R. Roseberry
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/18/90



83146714

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 31st day of March, 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 AmeriMac SavingsBank, F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
3704 Emerson Avenue Rolling Meadows, IL 60008
(Property Address)

1-4 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 1-4 Family Rider.

Mario A. Amato 3/31/88 (Seal)
Mario A. Amato - Borrower

Maria C. Amato 03-31-88 (Seal)
Maria C. Amato - Borrower

Michele Bonanno (Seal)
Michele Bonanno - Borrower

Antonina Bonanno (Seal)
Antonina Bonanno - Borrower

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