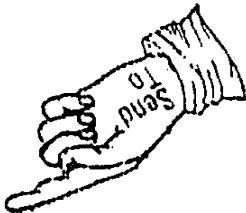


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MAIL TO:  
FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF WESTCHESTER  
2121 S. MANNHEIM RD.  
WESTCHESTER, IL 60153

THIS INSTRUMENT WAS PREPARED BY  
Edward A. Nalepa, Attorney at Law  
2121 Mannheim Road  
Westchester, Illinois 60153

[Space Above This Line For Recording Data]

Loan No. 9413-14 ck

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 24, 1988. The mortgagor is PETER J. MORELLA, divorced and Not Since Re-Married, ("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing under the laws of the State of Illinois, and whose address is 2121 South Mannheim, Westchester, Illinois 60153, ("Lender"). Borrower owes Lender the principal sum of Forty Five Thousand and 00/100 Dollars (U.S. \$45,000.00). 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 February 13, 2001. 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 15 in block 23 in Goss Judd and Sherman's West Division Street Home Addition, being a subdivision in the North West 1/4 of Section 3, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 1715 N. 24th Ave., Melrose Park, IL 60160, ("Property Address");  
(Street) (City)  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



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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 sum 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 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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Any immovable property distributed by the Notary under this paragraph 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 Notary rate and shall be payable, with interest, upon notice from Lender to Borrower.

7. Protection of Lender's Rights in the Property; Alteration of Leasehold. If lessee violates any of the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding which may significantly affect the property, Lender's rights in the property may be affected. Lender may do any necessary action to protect his property, including but not limited to terminating the lease, repossessing the property, or instituting proceedings to foreclose on the property.

6. Pre-arrangement and Disbursement of Property to Lessees/holders. Borrower shall not destroy, damage or subdivide the property to lessees/holders, until the pre-arrangements of the lease, and if borrower negotiates lease title to the property, the lessor shall not merge unless Lessee agrees to the merger in writing.

positive outcome and favorable outcome prior to the monitoring, any application of proceeds to permitted sums not exceeding the amount appropriated by the Legislature shall be limited to the extent of the sum appropriated by this Section.

of the Property damaged, if the restoration or repair is economically feasible and timely, the Property's security is not breached. If the restoration or repair is not economically feasible or timely, the lessee may terminate the leasehold interest in the Property.

All insurance policies and renewals shall be negotiable to leader and shall include a standard moratorium clause. Leader shall have the right to hold the policy and renewals, if leader requests, for twelve months. Borrower shall make prompt payment of premiums and renewals to leader and shall make prompt payment of premiums and renewals to leader and shall make prompt payment of loans if not made payable to leader.

5. Finally and naturally, however, you shall keep the inheritance now existing or hereafter created on the property of the surviving spouse.

Dorroower shall promptly disclose any information over which Dorroower has dominion or control, and by letter to the party named in the affidavit, demand that such information be made available to Dorroower, unless Dorroower is in writing to the party named in the affidavit, advised that such information is unnecessary to determine the facts in issue.

4. **Characteristics**: **lenders**, **borrowers** should pay all taxes, **assessments**, **charges**, **fees** and **impostations** **arretributable** to the **property** which may **ultimately** **periodically** **over** this **Security instrument**, and **leasethold** **payments** or **ground rents**, if any, **borrower** shall **pay** all **taxes**, **assessments**, **charges**, **fees** and **impostations** **arretributable** to the **land**.

**3. Application of assignments.** Unless applicable law provides otherwise, all payments received by Lender under the paragrapghs in Section 2 and 2A shall be applied first to interest due; second to principal due; and last to principal due.

amounut necessary to make up the deficiency in full of all sums received by Lender in payment of more than one-half of the principal amount due and payable to Lender.

If the amount of the Funda held by Lenide, together with the future monthly payments of Funda payable prior to this Securitization, exceeds the amount required to pay the early amortization premium due, Borower will only be entitled to receive the principal amount of the Funda held by Lenide.

The Funds shall be held in an institution the depositary of accounts of which are measured by a register or trustee if Leander is unable to sue up in his institution. Leander shall apply the Funds to pay the encumbrances of which he is entitled to receive if he is unable to sue up in his institution.

Leasehold payements by (a) yearly taxes and assessments which may return priority over the Security instruments; (b) yearly one-half of (c) yearly premiums or ground rents on the property, if any; (e) yearly hazard insurance premiums; and (d) yearly portions of current due and reasonable estimates of future escrow items.

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 pay prepayment penalties and late charges as provided in the Note.

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## BI-WEEKLY PAYMENT RIDER (For Security Instrument)

THIS BI-WEEKLY PAYMENT RIDER is made this 24th day of May, 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

**FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
1715 N. 24th Ave., Melrose Park, IL 60160

(Property Address)

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Funds for Taxes and Insurance**

Uniform Covenant 2 of the Security Agreement is amended to read as follows:

**Funds for Taxes and Insurance.** Subject to the applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day bi-weekly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twenty-sixth of: (a) yearly taxes and assessments which may attain priority over this Security Agreement; (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 (including 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 bi-weekly 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 bi-weekly payments of Funds. If the amount of 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.

Upon payment in full of 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.

**B) PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES**

**3. PAYMENTS**

**A) Time and Place of Payments**

I will pay principal and interest by making payments every two (2) weeks ("Bi-Weekly").

I will make my bi-weekly payments beginning June 7, 1988. I will make these payments every 2 weeks until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My bi-weekly payments will be applied to interest before principal. If on February 13, 2001, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my bi-weekly payments at 2121 S. Mannheim Road, Westchester, IL 60153 or at a different place if required by the Note Holder.

**B) Amount of Bi-Weekly Payments**

My bi-weekly payment will be in the amount of U.S. \$ 231.57.

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**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of the principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my bi-weekly payment unless the Note Holder agrees in writing to those changes.

**5. BORROWER'S FAILURE TO PAY AS REQUIRED**

**A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any bi-weekly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue bi-weekly payment of principal and interest. I will pay this late charge promptly, but only once on each late payment.

**B) Default**

If I do not pay the full amount of my bi-weekly payment on the date it is due, I will be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Bi-Weekly Payment Rider.

*Peter J. Morella*

PETER J. MORELLA

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

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Property of Cook County Clerk's Office

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