

THIS IS A JUNIOR MORTGAGE  
(Delete if First Mortgage) 01-50049416

**UNOFFICIAL COPY**



This instrument was prepared by:  
Jim Skowron

Name  
Great American Federal Savings  
1001 W Lake St Oak Park 60301  
Address

**PRIME RATE  
MORTGAGE**

**88284431**

**MORTGAGE TO SECURE A REVOLVING LOAN AGREEMENT**

THIS MORTGAGE is made this 25th day of JUNE  
19 88, between the Mortgagor, John P. Marcucci, Jr & Julianne Marcucci, his wife  
in Joint Tenancy

(herein "Borrower"), and the Mortgagee, Great American Federal Savings and Loan Association a federally chartered savings and loan association, whose address is 1001 Lake St., Oak Park, Illinois 60301 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$ 30,000.00) Dollars ("Maximum Amount"), or so much of that sum as may be advanced pursuant to the Borrower's Note, providing for monthly payments of principal and/or interest and, with the balance of the indebtedness, if not sooner paid, due and payable on the 25th day of June, 1988;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited to, such obligatory future advances ("Future Advances") as are described in paragraph 18 hereof), the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this mortgage, and the performance of the covenants and agreement of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the property legally described below, located in the County of Cook, State of Illinois, which has the address of 5206 W Pensacola Chicago IL 60641 ("Property Address").

Lot 35 and the East Half of Lot 34 in A.R. Linn's Addition to Montrose being a subdivision of North Half of East half of North half of Lot 8 of School Trustees Division of Section 16, Township 40 North, Range 15, East of The Third Principal Meridian, in Cook County, Illinois.

PIN#: 13-16-303-034      5206 W Pensacola      **88284431**

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DEPT-21 RECORDING \$13.85  
T#2232 TRAN 8418 06/28/88 14:31:00  
#0041 # 2 \*-88-284431  
COOK COUNTY RECORDER

Clerk's Office

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, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warranty and defend generally the title to the Property against all claims and demands, subject to any schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **Governing Law; Severability.** This Mortgage shall be governed by the law of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.

15. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest herein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien on encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.

16. **Acceleration; Remedies.** Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all estimated and actual expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

17. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

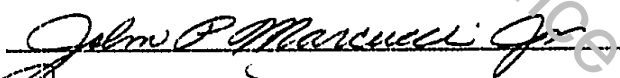
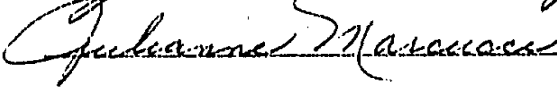
Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. **Future Advances.** The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time-to-time for a period of 10 years from the date of the Note, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the sole opinion of any Holder of the Note), adversely affects the priority or validity of the Note or this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS HEREOF, Borrower has executed this Mortgage.

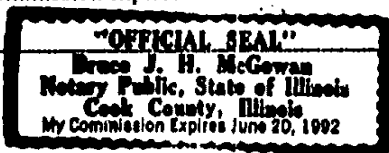
  
 \_\_\_\_\_ Borrower  
  
 \_\_\_\_\_ Borrower

STATE OF IL )  
 )SS  
 COUNTY OF Cook )

I, Bruce J. H. McGowan, a Notary Public in and for said county and state, do hereby certify that John P. Maruccci, Jr. and Julianne Maruccci, his wife in Joint Tenancy are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposed therein set forth.

Given under my hand and official seal, this 25th day of June, 19 88.

My Commission expires:



  
 \_\_\_\_\_  
 Notary Public

88CS4431

RECORDED

of any demand made by the original Borrower and Borrower's successors in interest... the original Borrower and Borrower's successors in interest... the original Borrower and Borrower's successors in interest...

2. Borrower Not Released. Extension of time for payment or modification of amortization of the sums secured by this mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone by this mortgage.

authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormior offers to make an award immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

the amount of the sums secured by this mortgage immediately prior to the date of taking bears to the fair market value of the Property there shall be applied to the sums secured by this mortgage such proportion of the proceeds as is equal to that proportion which if any, paid to Borrower, in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing,

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this mortgage, with the excess, shall be paid to Lender.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and in the Property.

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor relating to Lender's interest in the Property.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, providing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing shall bear interest from the date of disbursement at the rate payable from time payment of interest at such rate would be contrary as so much additional principal due under the Note payable upon notice from Lender to Borrower, the existing payment thereof, and

of Borrower secured by this mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness

attorney's fees and entry upon the Property to make repairs.

such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse

interest in the Property, including, but not limited to, eminent domain, insolvency, or enforcement, or arrangement or proceedings or any mortgage or trust deed affecting the property, or if any action or proceeding is commenced which materially affects Lender's

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this mortgage, and agreements of this mortgage as if the Rider were a part hereof.

and agreements of this mortgage, the covenants and agreements of such Rider shall be incorporated into and supplement the covenants this mortgage, the covenants and agreements of Planned Unit Development or Planned Unit Development, and recorded together with

the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned

shall keep the Property in good repair and shall not consent to any waste or permit impairment or deterioration of the Property and shall 5. Preservation and Maintenance of Property. Leaseholders; Condominiums; Planned Unit Developments; Borrower

the sums secured by this mortgage immediately prior to such sale or acquisition.

to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this mortgage.

Borrower that the insurance carrier carries to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance the insurance proceeds shall be applied to the sums secured by this mortgage, with the excess, if any, paid to Borrower. If the Property

property damaged, provided such restoration or repair is economically feasible or if the security or this mortgage would be impaired, Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

in favor of and to be in accordance with the policy and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause

approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower when due.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such respect to the Property.

exceed that amount of coverage required to pay the sums secured by this mortgage and all other mortgages and Trust Deeds with such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage

4. 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 such other hazards as Lender may require and in sum, including but not limited to, Future Advances.

under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts and leasehold payments or ground rents, if any, when due, Borrower shall promptly furnish to Lender all notices of amounts due

1. Charges; Taxes. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, taxes, assessments and other charges, fines and impositions attributable to the Property which may arise over this mortgage.

2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest due on the Note plus any premiums due for Credit Life Insurance, then to the principal of

1. Payment of Principal and Interest. Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest of any Future Advances secured by this mortgage.

Borrower and Lender covenant and agree as follows:

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