

# UNOFFICIAL COPY

BOOK COUNTY, ILLINOIS  
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1990 NOV -2 PM 2:44

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15.00

THE TERMS OF THIS LOAN MORTGAGE  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 31  
1989 The mortgagor is NICK A. TARUSCIO AND SANTINA M. TARUSCIO, HUSBAND AND WIFE  
TARUSCIO TARUSCIO

("Borrower"). This Security Instrument is given to HERITAGE BREMEN BANK  
AND TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS  
17500 OAK PARK AVENUE , and whose address is  
TINLEY PARK, ILLINOIS 60477  
("Lender").

Borrower owes Lender the principal sum of  
SIXTY THOUSAND AND NO/100

Dollars (U.S.) 60,000.00 ). 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 NOVEMBER 1, 2004 . 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:  
UNIT NUMBER 18133-3NE AND GARAGE NUMBER 4, IN MARTIN PLACE  
CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED  
REAL ESTATE: LOT 1 IN THE CONSOLIDATION OF LOTS 11, 12, 15, 16  
AND 19 IN BLOCK 1 OF THE VILLAGE OF THORNTON STATION, BEING A  
SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31,  
TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJACENT  
TO SAID LOT 1 ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED  
AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS  
DOCUMENT NUMBER 26876513 TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

29-31-314-037-1010  
29-31-314-037-1028

which has the address of 18133 MARTIN HOMewood  
[Street] (City)  
Illinois 60430-4007 ("Property Address");  
(Zip Code)

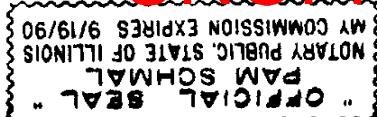
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also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

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

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

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PREPARED BY: CAROL WAGGE  
TINLEY PARK, IL 60477  
RECORD AND RETURN TO:  
MAIL TO:

Notary Public

Given under my hand and official seal, this 31 day of October, 1989.

Subscribed and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that they were personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as their attorney.

I, *[Signature]*, Notary Public in and for said county and state, do hereby certify that NICK A. TARASCIOSKI AND SANTINA M. TARASCIOSKI, husband and wife

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

County ss:

STATE OF ILLINOIS, C 6016

[Space Below This Line for Acknowledgment]

Borrower  
(Seal)

Borrower  
(Seal)

NICK A. TARASCIOSKI  
*[Signature]*  
SANTINA M. TARASCIOSKI  
*[Signature]*

Instrument and in any rider(s) executed by Borrower and recorded within.

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

- Other(s) [Specify] \_\_\_\_\_
- Graduated Payment Rider
- Planned Unit Development Rider
- condominium Rider
- 1-4 Family Rider
- Adjustable Rate Rider
- Instruments. [Check applicable boxes] \_\_\_\_\_
- 23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents of each such rider shall be incorporated into and shall amend and supplement the foregoing instrument, 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 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 recording costs.
- the Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to pay rent of the property, second to the receiver's fees, premiums on costs of management of the property, and then to the sums secured by this Security Instrument.
- 20. Lender in Possession. Upon acceleration of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person or by his duly authorized receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property included in the notice of default or any other notice, unless otherwise specified in the notice of default or any other notice, Lender shall be entitled to collect the rents of the property included in the notice of default or any other notice, unless otherwise specified in the notice of default or any other notice.
- 19. Acceleration; Remedies. Lender shall give five notices and a grace as follows:

breach of any covenant or provision 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 date the action required to cure the default must be cured; (b) which the action required to cure the default is given to Borrower; (c) a date, not less than 30 days from the date the notice is given to Borrower; (d) when the action required to cure the default must be taken by this Security instrument following acceleration of the property; (e) the date the notice may be served on the property; and (f) the date the notice may be served on the property.

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

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UNIFORM COVENANT. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Repayment 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 Insurance.** Subject to applicable law or to 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 (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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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.

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.

**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. Charges; 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 on time directly to the person owing 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 secured 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 his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over his Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods 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 acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 to 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 fee 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 disbursed 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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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.

which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

provides for the use of such plan to the extent of the amount of the premium paid by the insured under this paragraph.

14. **Notices.** Any notice to Borrower shall be given by delivery or by mailing it by first class mail unless applicable law requires service in some other manner. Any notice to Lender shall be given by delivery or by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice by first class mail to Lender's address shall be deemed given when given to Lender or when given to his attorney or agent if Lender has one. Any notice to Borrower shall be deemed given when given to Borrower or when given to his attorney or agent if Borrower has one. Any notice to Lender or Borrower shall be deemed given when given to Lender or Borrower or when given to his attorney or agent if either has one.

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 exceed the permitted limits shall 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 partial repayment and any prepayment charge under the Note will be reduced.

11. Security Instruments shall be held by the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's co-signers, and severability; Signers. The coverings and agreements of this Security Instrument shall be held by the successors and assigns of Lender and Borrower, subject to the terms of this Security Instrument, and any other instrument or agreement made by either of them.

by the original Borrower or Borrower's successors in interest. Any Lender may exercise any right or remedy

to the sums secured by this Security Instrument, whether or not then due.  
Unless the Lender or Borrower otherwise agrees in writing, any application of proceeds to principal shall not extend out  
possessory title to the amounts received to the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments  
10. Borrower Not Released; Preference By Lender. Extension of the time for payment  
modification of any provision of this sum secured by this Security Instrument granted by Lender to any successor in  
interests of Borrower and in no event to receive the liability of the Borrower's successors in interest  
Lender shall not be liable to receive the security instrument granted by Lender to any successor in  
any event of otherwise modify this Security Instrument by reason of any demand made  
by virtue of the terms secured by this Security Instrument or the terms of any other instrument  
by reason of any demand made

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice given, Lender is authorized to collect the proceeds, at its option, either to restoration or repair of the property or

Instruments, whether or not such due, with any excess paid to Borrower. In the event of a partial taking of the Property unless Borrower, under 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 before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

insurable term-life insurance with beneficiary's name and Lennder's written agreement or application form.

If a lender requires mortgagor 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 is no longer necessary.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **31ST** day of **OCTOBER**, **1989**,  
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  
**HERITAGE BREMEN BANK AND TRUST COMPANY**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

**18133 MARTIN, HOMEWOOD, ILLINOIS 60430-4007**

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **MARTIN PLACE CONDOMINIUMS**

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) covenants, laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management by the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

*Nick A. Tarusco*

(Seal)

-Borrower

*Santina M. Tarusco*

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

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