

BOX 156

UNOFFICIAL COPY

This instrument was prepared by:
N. Baronas, St. Anthony Fed. Savings & Loan
(Name)
1447 S. 49th Court, Cicero, IL 60650
(Address)

MORTGAGE

5886448 400
8719282

THIS MORTGAGE is made this 6th day of January 1989, between the Mortgagor, GIUSEPPE SALATINO, a bachelor and ORONZO SALATINO, a bachelor (herein "Borrower"), and the Mortgagee, ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America whose address is 1447 South 49th Court, Cicero, IL 60650 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00 89032598 which indebtedness is evidenced by Borrower's note dated January 6, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 1, 1996;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; 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 agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 22 in E. A. Cummings and Company's Second Addition to Warren Park, being a Subdivision of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian, also the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, aforesaid in Cook County, Illinois.

Permanent Index No: 16-20-430-014.

89032599

DEPT-01 \$15.00
T# 444 TRAN 4941 01/20/89 11:16:00
#7673 # * -89-032598
COOK COUNTY RECORDER

which has the address of 2108 South 57th Avenue, Cicero Illinois 60650 (herein "Property Address");
(Street) (City) (Zip Code)

\$15.00

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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(Space Below This Line Reserved for Lender and Recorder)

Property of Cook County Clerk's Office

My Commission expires: March 28, 1990

Shirley M. Brady
Notary Public

Given under my hand and official seal, this day of January, 19 89.

I, LINDA M. MARY, a Notary Public in and for said county and state, do hereby certify that GIUSEPPE SALATINO, a bachelor, and OROZZO SALATINO, a bachelor, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, Cook County ss:

Oronzo Salatino
- Borrower
Giuseppe Salatino
- Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

- 21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.
- 20. **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.
- Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 Mortgage. The receiver shall be liable to account only for those rents actually received.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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 unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. 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 shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as the Lender deems due and payable.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as the Lender deems due and payable. In full force and effect as if no acceleration had occurred. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain unimpaired. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue in full force and effect as if no acceleration had occurred. Lender takes such action as Lender may reasonably require to assure that the lien of this Mortgage, fees; and (d) Borrower's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' enforcing Lender's remedies in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable breaches of any other covenants or agreements of Borrower contained in this Mortgage; (b) Borrower cures all which would be then due under this Mortgage and the Note had no acceleration occurred; (a) Borrower cures all gage discontinued at any time prior to entry of a judgment enforcing this Mortgage; (f) (a) Borrower pays Lender all sums due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage. **18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to reinstate after acceleration of the sums secured by this Mortgage title reports.

foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and foreclosure this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure, judicial proceeding, and to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, prior to acceleration shall give notice to Borrower as provided in paragraph 17 hereof specifying: (1) Mortgage; Lender prior to acceleration shall give notice to Borrower as provided in paragraph 17 hereof specifying: (1) name or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
on Borrower, invoke any remedies permitted by paragraph 17 hereof. Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail ment in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement. If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's this Mortgage unless Lender releases Borrower in writing.

transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, with improvements made to the Property. rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any tion, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation execution or after recordation hereof.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of herein. "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, conflict shall not affect or alter any provision of this Mortgage or the Note which can be given effect without the conflicting this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this 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 to Lender's address stated herein or to

12. 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 delivering it or by mailing such notice by certified mail to Borrower's interest in the Property.

Borrower's interest in the Property. Borrower's consent and without releasing this Mortgage as to that may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein remedy. hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the Lender shall not be required to commence proceedings against such successor or refuse to extend time for shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. tion of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower **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 Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. 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

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2-4 FAMILY RIDER (Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 6th day of January, 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 ST. ANTHONY FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2108 South 57th Avenue, Cicero, IL 60650
(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property 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.

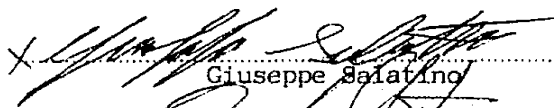
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) 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.

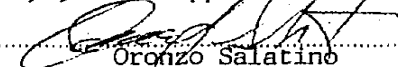
Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

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 2-4 Family Rider.

X  (Seal)
Giuseppe Salatino Borrower

 (Seal)
Oronzo Salatino Borrower

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