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Documents prepared by: Betty L. Maeder
Personal Banking
Representative
500 Dundee Avenue
Elgin, Illinois 60120



89177894

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 15, 1989. The mortgagor is Joseph M. Bombacino & Carol A. Bombacino, his wife ("Borrower"). This Security Instrument is given to The Elgin State Bank which is organized and existing under the laws of Illinois and whose address is 500 Dundee Avenue Elgin, IL 60120 ("Lender"). Borrower owes Lender the principal sum of Eleven Thousand and no/100 Dollars (U.S. \$11,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 11, 1992 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 70 in Bent Tree Village, being a subdivision of part of the East 1/2 of the West 1/2 of Section 4, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s) 06-07-115-016-0000

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which has the address of 940 Blackhawk Drive, Elgin,
(Street) (City)
Illinois 60120 ("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."

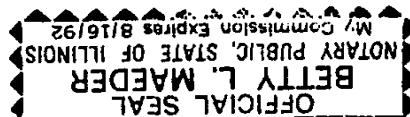
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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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My Commission expires: August 16, 1992

Given under my hand and official seal, this 15th day of April 1989
set forth.

I, Betty L. Meader
, a Notary Public in and for said County and state,
County ss:
STATE OF ILLINOIS.
do hereby certify that Joseph M. Bombaciio & Carol A. Bombaciio
, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein

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

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgmented receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property included those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property including those past due, including, but not limited to, receiver's fees, premiums on reversionary bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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.

22. Waiver of Homestead. Borrower waives all right of homestead excepted by law.

23. Right to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall have the same force and effect as if the rider(s) were a part of this Security Instrument. This instrument (the instrument, the covenants and agreements of each such rider shall be incorporated into and shall have the same force and effect as if the rider(s) were a part of this Security Instrument) supplements the instrument, the covenants and agreements of each such rider shall be incorporated into and shall have the same force and effect as if the rider(s) were a part of this Security Instrument.)

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24. Family Rider. Graduatee Payment Rider
25. Condominium Rider
26. Planned Unit Development Rider
27. Graduated Payments Rider
28. Adjustable Rate Rider
29. Other(s) [Specify]

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law permits otherwise). The notice shall specify: (a) the date acceleration is required to cure the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default in the note or other deficiency of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by judgment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any instruments disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender's rights under this paragraph 7, however, do not survive to Lessor.

Fee title shall not merge unless Lender's Rights in the Property; Mortgagor's Insurance, If Borrower fails to perform the covenants and agreements contained in the Security Instruments where there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender may do a procedure in bankruptcy, probate, or condemnation or to enforce laws or regulations, and Lender's rights in the Security Instruments will have no effect.

Instrument shall immediately prior to the acquisition.

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; 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 interest prior to the acquisition.

Unless Lender and Borrower otherwise agree, insurance premiums shall be applied to restoration or repair of the property damaged; if the restoration or repair is economically feasible or lessens Lender's security interest, it is not economical to repair or restore it or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the funds 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the funds 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the funds 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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All renewals shall be accepted by Lender and shall include a provision for prompt payment by Borrower.

Borrower shall prominently disclose in writing 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) consents in good faith the lien by, or defends a garnishee enforcement, in, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien for priority, or (c) secures from the holder of the lien sufficient funds to pay all amounts due under this instrument plus interest and costs of collection.

3. Application of Amendments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to late charges due under this Note; second, to principal due;

amount of time in which to pay the debt in full or more payments as required by Lender.

If the amount of the Funds held by Lennder, together with the future monthly payments of Funds payable prior to this security instrument, exceeds the amount required to pay the escrow items when due, the excess shall be paid to Lennder at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amounts of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amounts due to Borrower on monthly payments of Funds. If the amount of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amounts due to Borrower on monthly payments of Funds. If the amount of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amounts due to Borrower on monthly payments of Funds. If the amount of the Funds held by Lennder is not sufficient to pay the escrow items when due, Borrower shall pay to Lennder any amounts due to Borrower on monthly payments of Funds.

regardless of whether or not the Fund has been paid in full. The Fund shall have no right to require payment of the Fund prior to the date of payment of the Fund by the Fund's Lender.

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 strain priority over this Security Instrument; (b) yearly leasehold payments on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly

The principal of and interest on the debt will be repaid in monthly installments of \$1,000.00 plus interest at 12% per annum. The first payment will be due on January 1, 1985, and subsequent payments will be due on the first day of each month thereafter. The final payment will be due on December 1, 1990.