

# UNOFFICIAL COPY

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T#4444 TRAN 0088 06/08/89 16:05:00  
#1831 # D - 89-261118  
COOK COUNTY RECORDER

89261118

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 6, 1989. The mortgagor is Salvatore DeStefano and Victoria DeStefano, Husband and Wife and Jenine Marie DeStefano, a never married person. This Security Instrument is given to Midwest Bank and Trust Company, which is organized and existing under the laws of State of Illinois, and whose address is 1606 N. Harlem Ave., Elmwood Park, Illinois 60635. ("Lender"). Borrower owes Lender the principal sum of Fifty-Six Thousand and no/100's Dollars (U.S. \$ 56,000.00). 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 July 5th, 1994. 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 E-6-E AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE HEREINAFTER REFERRED TO AS PARCEL:

LOT 4 (EXCEPT THE WEST 16.33 FEET THEREOF) AND ALL OF LOTS 5 AND 6 AND THE WEST 33.89 FEET OF LOT 7, IN NORDICA BUILDING CORPORATION SUBDIVISION UNIT NO. 3, A SUBDIVISION OF THE SOUTH HALF (S 1/2) OF THE SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4), OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM BY NORDICA BUILDING CORPORATION, AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22191975 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

TAX I.D. #: 12-11-121-033-1012

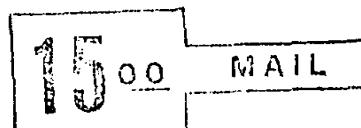
which has the address of 8539 W. Rascher, Chicago,  
Illinois 60656 (Street) (City)  
(Zip Code) ("Property Address");

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT  
REORDER FROM ILLIANA FINANCIAL, INC.



Form 3014 12/83

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<p>19. Acceleration or Breach of any Covenants. Lender shall give notice to Borrower prior to acceleration following Breach of any Covenants. Remedies. Lender and Lender further covenant and agree as follows:</p> <p>(a) the date, notice shall be given to Borrower, by which the defrauded must be cured; and (d) that failure to cure the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosing after acceleration and sale of the Property. The notice shall further specify the date of acceleration and foreclosure proceedings. If the defrauded is not cured on or before the date specified in the notice, Lender to accelerate to defrauded and to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.</p> <p>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 judgment) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.</p> <p>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 recordation costs.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.</p> <p>23. Duties to this 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 amend and supplement this instrument. 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 amend and supplement this instrument. [Check applicable box(es)]</p>	<p><input type="checkbox"/> 2-4 Family Rider  <input checked="" type="checkbox"/> Condominium Rider  <input type="checkbox"/> Adjustable Rate Rider  <input type="checkbox"/> Graduate Payment Rider  <input type="checkbox"/> Other(s) [Specify]</p>
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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and 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. 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 owed 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 this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this 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 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 law.

17. **Transferee of the Property or a Beneficial Interest in Borrower.** If all or any part of the property or any beneficial interest in Borrower is sold or transferred for the benefit of a beneficiary or a creditor, the transferee shall be given one copy of the Note and of this Security Instrument.

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

15. **Covering Law; Severability.** This Security Instrument shall be governed by the law and the rules of the jurisdiction in which the property is located. In the event that any provision of this clause or of 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 the extent that any provision of this Note which is held invalid or unenforceable, the remaining provisions of the Note shall remain in full force and effect.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Under normal circumstances, the location of this security information is controlled by paragraph 19, If Lender exercises this option, Lender shall make the steps specified in the second paragraph of paragraph 19, unless mail unless a applicable law requires use of another method. The notice shall be delivered to the borrower provided for in this section; if no address is given by delivery in or by mailing it by first class mail unless a provision to the contrary is made in this instrument.

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 rate or other loan charges shall be reduced or to be collected in connection with the loan to the permitted limits, then: (a) any sums already collected or to be collected under this instrument will be reduced to the charge to the permitted limits; and (b) any sums already collected from the borrower which exceed the charge to the permitted limits will be repaid to the borrower.

13. **Legislation Lenders' Rights.** If enacted in or application of applicable laws has the effect of partial repayment without any payment charge under the Note, the Note will be treated as a partial repayment of the Note to the borrower.

This Security Instrument shall bind the Successors and Assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant(s) and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall benefit from the successions and assignments of Lender and several covenants and agreements of Borrower, subject to the provisions of paragraph 17. Borrower's property may be repossessed by his Proprietor under the terms of this Security Instrument without Borrower's consent.

By the original Borrower or his power's successors in interest. Any obligation to render in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Interest of Borrower, er shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Released; Forgiveness By Lender Not a Waiver. Extension of the time for payment or modification of the amortization of the sums secured by this Security Instrument granted by Lender to any successor in title, or transfer of the property covered by this instrument, shall not affect the liability of Borrower to pay the same.

make an award or settle a claim for damages, Borrower fails to respond to Lender's option to restore 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 there due.

before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to the owner.

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 by the instrument of the proceeds multiplied by the following fraction:

9. **Condemnation.** shall give notice to the time of prior to an inspection specifying reasonable cause to the inspection.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for which the premium rates are based no longer apply.

**Johnnie Marie DesTeefano**  **Jeffrey Michael DesTeefano**

In the event of a distribution of assets, 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 use hereby assigned and shall be paid to Lender to the unit or to common elements, any such actions as may be reasonable to insure the Owners Association maintains a public liability insurance policy acceptable to Lender.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure the Owners Association maintains a public liability insurance policy acceptable to Lender.

D. Condemnation. The proceeds of any award, claim for damages, direct or consequential, payable to Borrower in connection with any condemnation of other real property, whether or not Lender or for any conveyance in lieu of condemnation, a copy of the Deed of Condemnation, and shall be applied by Lender to the sums secured by the Deed of Condemnation, and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Deed of Condemnation, and shall be provided in Uniform Condemnation 9.

E. Landlord's Right to Recover. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivid the property or convert it.

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

(ii) any amendment to any provision of the Constitution Document unless if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Associations;

(iv) any action which would have the effect of rendering the public liability insurance coverage limited by

(i) Lender will, the provision in Lessor's Government Contract 2 for the monthly payment to Lessor of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

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

A. **Conditional Minimum Obligations**: Borrower shall perform all of Horwower's obligations under the Conditional Minimum Obligations, The "Conditional Minimum Obligations" are those (i) Electrification or any other documentation which creates the Conditional Minimum Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Conditional Minimum Document.

B. **Hazard Insurance**: So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Conditional Minimum 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 "extending to coverage", then

**Btech Free Manager Condaminum Project** [Name of Condaminum Project]  
Btech Free Manager Condaminum Project

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: [Property Address]

THIS CONDOMINIUM RIDGE IS MADE THIS ..... 6th ..... day of ..... June ..... 1989  
 and is incorporated into and shall be deemed to amend and supplement the Masteragreement, 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 Midway Bank and Trust Company ("Midway") dated same date as the Property described in the Security Instrument and located at: 8539 W. Raschke Rd., Chieago, Illinois 60656.

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Property of Cook County Clerk's Office