



UNOFFICIAL COPY

Mail To:
PROSPECT FEDERAL SAVINGS BANK
555 E. BUTTERFIELD ROAD, LOMBARD, IL. 60148
52-21-011526
P1012

90119175

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 13, 1990. The mortgagor is LEFTERIS VASILOPOULOS and TASIA VASILOPOULOS, his wife ("Borrower"). This Security Instrument is given to PROSPECT FEDERAL SAVINGS BANK, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 555 E. BUTTERFIELD ROAD, LOMBARD, IL. 60148 ("Lender"). Borrower owes Lender the principal sum of Thirty-Seven Thousand Five Hundred and No/100 Dollars (U.S. \$ 37,500.00). 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 1, 2020. 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:

THE NORTH 30 FEET OF THE SOUTH 1/2 OF LOT 3 IN BLOCK 8 IN CHICAGO TITLE AND TRUST COMPANY'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1910 AS DOCUMENT NUMBER 4562087, IN COOK COUNTY, ILLINOIS.***

P.I.N.

19-15-716-021

90119175

which has the address of 6130 S. KILPATRICK, CHICAGO,
[Street] (City)
Illinois 60629, ("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 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 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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I, Darlene E. Schulte, a Notary Public in and for said County and State, do hereby certify that LESTER R. VASILIOPOULOS, and TASA VASILIOPOULOS, wife, before me and in (this, the 17th) day of July, in the year of our Lord one thousand nine hundred and forty-five, and acknowledged said instrument to be true, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be true, free and voluntarily act and declare to provide for the person(s) who, before me and in (this, the 17th) day of July, in the year of our Lord one thousand nine hundred and forty-five, and acknowledged said instrument to be true, free and voluntarily act and declare to provide for the person(s) who,

STATE OF ILLINOIS COUNTY OF COOK
SS: { ILLINOIS COUNTY OF COOK

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UNIFORM COVENANT. 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 should be applied: first to amounts payable under paragraph 2; second to interest; and last to principal.

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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18. Borrower's Right to Remonstrate. 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 permits) following a sale of this Security instrument to any power of sale contained in this agreement or (b) entry of a judgment enjoining this Security instrument. Those conditions are listed Borrower:

(a) pays Lender all sums which heen would be due under this Security instrument and the Note had no acceleration occurred; (b) causes any default of any other covemants or agreements; (c) pays all expenses incurred in enforcing this Security instrument; (d) takes such action as Lender may reasonably require to assure that the sum secured by this Security instrument and the obligations secured hereby shall continue unchanged. Upon acceleration by Lender's rights in the event of non payment or non performance of any of the terms and conditions of this Security instrument, Lender's rights in the event of non payment or non performance of any of the terms and conditions of this Security instrument and the obligations secured hereby shall continue unchanged.

19. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have reinstated this Security instrument and the obligations secured hereby in the case of acceleration as if no acceleration had occurred. However, this Securituy instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred, this Securituy instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

If Lender exercises this option, Borrower 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.

seured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or the due of this Security Instrument.

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

17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural person in it is sold or transferred, certain immovable property is not all natural persons' property prior to written consent. Lenders may at its option, require immediate payment in full by

Note conflicts with applicable law, such conduct shall not affect other provisions of this Security Instrument or the Note which can be given effect throughout the conflicting provision. To this end the provisions of this Note are declared to be severable.

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. If the court finds that any provision of change of laws or facts frustrates or violates any provision of this instrument, such provision shall be severed from the rest of the instrument.

Property Address unless otherwise specified by law requires use of another method. The notice shall be directed to the mailing address or any other address Borroower 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

rendering any provision of the Note of this Security Instrument unacceptable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument notwithstanding any provision of the Note of this Security Instrument which purports to render any provision unacceptable.

12. **Loan Charges.** If the loan secured by real security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests 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 limits; and (b) any sums already collected from Borrower pursuant to the charge to the permitted limits; and (c) any sums already collected from Borrower which exceed the Note or by making a deposit prepayable to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment without any prepayment charge under the Note.

shall not be a waiver of or preclude such a successorship in interests. Any successorship by Lender in exercising any right or remedy

However, depending on the circumstances, it is often better to restore all or most of the property under this option, rather than applying the proceeds directly to the amounts accrued by the Security Agent.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower, the Lender fails to respond to Lender's notice within 30 days after the date the notice is made an award of settle a claim for damages. Borrower shall make an award of settle a claim for damages.

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking; (b) the fair market value of the property being taken.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Borrower shall pay the premium required to maintain the insurance in effect until such time as this requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.