# AVONDALLED REME LADAIN

90167824

MORTGAGE (individuals)

Loan Number \_\_5-8829-31

THIS MORTGAGE is made this	6th	day of	April	, 19_90
between the Mortgagor, Richard J.	Messina and Ca	rolyn A. Mes	sina, his wife	
				(herein "Borrower").
and the Mortgagee, AVONDALE FEDERA 20 North Clark Street, Chicago, Illinois 60	L SAVINGS BANK. 0602 (herein "Lende	a federally cha er'').	rtered savings ban	k, whose address is
WHEREAS, Borrower is indebted ("Maximum Amount"), or so much of that is lesser), and evidenced by Borrower's N the balance of the indebtedness, if not so ("Maturity Date") unless extended pursua	sum as may be adv ote, providing for m oner paid, due and p	anced pursuant onthly payment ayable on	t to the obligation o ts of principal and/	of Lender (whichever or interest and, with
TO SECURE to Lender the repayre to, such obligato of future advances ("Future other sums, with interest thereon, advance performance of the covernants and agreed grant and convey to be refer the property	ire Advances") as ai ed in accordance he ments of the Borrow	re described in p rewith to protec	paragraph 18 hereo of the security of thi	f), the payment of all is Mortgage, and the
in the attached Exhibit "A" logated in the G	County ofCoo	<u>k</u> , st	ate of Illinois, whic	h has the address of
2204 N. Burling Street, Chi	cago, Illinois		("	Property Address").
TOGETHER with all the improved appurtenances, rents, royalties, mineral, of fixtures now or hereafter attached to the a	oil and gas rights a	fter erected on t nd profits, wate	the property, and al r, water rights and	l easements, rights, water stock, and all

Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that he Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend garrerally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easumerits or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this hortgage is on a leasehold) are herein referred to as "Property".

### Borrower and Lender covenant and agree as follows:

10/88 APL-I-II-M

- 1. Payment of Principal and Interest. Borrower shall promotly pay when due without set-off, recoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Application of Payments. All payments received by Lenger under the Note and paragraph 1 hereof, shall be applied by Lender first in payment of interest due on the Note, then to principal of the Note, including any amounts considered as added thereto under the terms hereof.
- 3. Charges; Liens. Borrower shall promptly pay all obligations secured by a mortgage or trust deed affecting the Property, taxes, assessments and other charges, fines and impositions satisfutable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any surn, in cluding, but not limited to, Future Advances.
- 4. 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; provided, that winder shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and all other mortgages and trust deeds with respect to the Property.

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 premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower falls 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest

NOTICE: See other side for important information ►

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this Mortgage, or any mortgage or trust deed affecting the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in covenants and agreements of this Mortgage as if the Rider were a part hereof. the coverants and agreements of such Rider shall be incorporated into and shall amend and supplement the dominium or Planned Unit Development Rider is executed by Borrower and recorded together with this Mortgage, laws and regulations of the condominium or planned unit development, and constituent documents. If a Conunder the declaration or covenants creating or governing the condominium or planned unit development, the byon a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.

ty prior to the sale or acquisition shall pass to Lender to the extent of the aums secured by this Mortgage immediateof Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Proper-

upon notice to Borrower, may make such appearances, disbursement of reasonable attorneys fees and entry upon the protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys fees and entry upon the code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option,

tional indebtednes, a statement by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtednes, as a borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon notice to ment, such amounts shall be considered as so much additional principal due under the Note payable upon notice to from Lender to Borrows, requesting payment thereof, and shall bear interest from the date of disbursement at the value to Borrows, requesting payment thereof, and shall bear interest payment of interest at such rate would be contrary to applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender nay, nake or cause to be mentally, providing that Lender shall nive.

8. Inspection. Lender nay, nake or cause to be mentally, providing that Lender shall nive.

related to Lender's interest in the Property ty, providing that Lender shall give Ectrower notice prior to any such inspection specifying reasonable cause therefore

hereby assigned and shall be paid to Lender. with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are 8. Condemnation. The proceeds of the award or claim for damages, direct or consequential, in connection

of the proceeds paid to Borrower. the date of taking bears to the fair market value of the Property mmediately prior to the date of taking, with the balance proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to Lender otherwise agree in writing, there shall be applied to the sums secured by this Mongage such proportion of the In the event of a total taking of the Proporty, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, unless Borrower and

repair of the Property or to the sums secured by this Mortgage. notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or If the Property is abandoned by Borrower, or if, after notice for Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to recipend to Lender within 30 days after the date such

extend or postpone the due date of the monthly installments referred to in serve the and 2 hereof or change the Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall

amount of such installments.

ly prior to such asle or acquisition.

successors in interest. tion of the sums secured by this Mortgage by reason of any demand made by the original Burower and Borrower's commence proceedings against such successor or refuse to extend time for payment or when modify amortizesecured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the fiability of the original Borrower and Borrower's successors in interest, Lender shall not be required to 9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums

of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise or any such right or 10. Forbestance by Lender Not a Waiver. Any forbestance by Lender in exercising any right or remedy

right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other

herein contained shall bind, and the rights hereunder shall inute to, the respective successors and assigns of Lender 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements anccessively.

paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the

herein. for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated cissa mail at the Property Address or at such other address as Borrower may designate by notice to Lender as provided Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower by regular first 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to

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- 14. Governing Law; Severability. This Mortgage shall be governed by the law of illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.
- 15. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the Property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is (1) a transfer to a relative resulting from Borrower's death, (2) a transfer where the Borrower's spouse or child(ren) becomes an owner of the Property, or (3) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (f) a transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy, Lender may, at Lender's option, and without notice to Borrower, declare all the sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the liep of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.
- 16. Acceleration: Remedies. Upon Borrower's default in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by redicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.
- 17. Assignment of Rents: / pointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof 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 judicially appointed receiver, shall be entitled 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 Lender or 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 than to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 18. Future Advances. The Holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time to time for a period no longer than the maturity date stated on the reverse side, or unless extended pursuant to paragraph 22, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or or tinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adversely affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Property, or the Borrower is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.
- 19. Release. Upon payment of all sums secured by this Mortgage, Lender struit release this Mortgage without charge to Borrower and also pay all costs of recordation, if any.
  - 20. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.
- 21. Redemption Waiver. Except where this Mortgage covers any land which, at the time of execution thereof, is improved with a dwelling for use by not more than six families or is given to secure a loan to be used, in whole or in part, to finance the construction of dwelling for use by not more than six families and except where this Mortgage covers any land which, at the time of execution thereof, is used or intended to be used for agricultural purposes, the Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein, and each and every person to the full extent permitted by the provisions of applicable law.
- 22. Right to Extend. The Maturity Date, from time to time, may be extended for such time and upon such conditions as may be mutually agreed upon by Lender and Borrower; provided, however, in no event shall the Maturity Date be extended beyond a date more than twenty (20) years from the date of this Mortgage. NOTHING CONTAINED HEREIN SHALL IN ANY WAY OBLIGATE LENDER TO GRANT ANY EXTENSIONS OF THE MATURITY DATE. The extension of the Maturity Date, if any, shall not, unless otherwise agreed to, affect any of the terms, covenants and conditions of this Mortgage which shall remain in full force and effect throughout any of said extension periods.

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Parcel 1: The North 19.65 feet of the South 63.00 feet of the East 38.60 feet, together with the North 8.00 feet of the South 48.00 feet of the West 19.00 feet, all being of Lots 26, 27, 28 and 29, taken as a tract, in Hitchcock's Subdivision of the West 1/2 of Elock 9 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements for the benefit of Parcel 1 as set forth in Declaration of Easements recorded March 1, 1974 as Document 22,642,911, in Cook County, Illinois.

Permanent Tax Number: 14-13-107-036

90167824

EXHIBIT

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Property of Cook County Clerk's Office

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