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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 MAY 11 AM 10:42

90218986

Prepared by and return to:  
Northern Trust Bank/O'Hare  
1501 Woodfield Rd.  
Schaumburg, IL 60173  
Attn: Janine McDonald

Box 333

(Space Above This Line For Recording Data)

Loan # 885

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 4th  
1990. The mortgagor is  
Michael A. Perillo Jr. and Theresa L. Perillo, Husband and Wife

("Borrower"). This Security Instrument is given to  
Northern Trust Bank/O'Hare  
which is organized and existing under the laws of the State of Illinois  
8501 West Higgins Road, Chicago, IL 60631 , and whose address is  
("Lender").

Borrower owes Lender the principal sum of Eighty thousand and NO/100 -----

Dollars (U.S. \$ 80,000.00 )

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 June 1st, 2005. 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 25 in Block 1 in Feuerborn and Klode's Irvingwood Subdivision, being a Subdivision of part of the North East 1/4 of Section 23, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

15<sup>00</sup>

Property Index Number: 12-23-203-037-0000

90218986

which has the address of

3900 N. Pioneer Ave.  
(Street)

Chicago  
(City)

Illinois

60634  
(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 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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U.S. GOVERNMENT PRINTING OFFICE: 1947 4-9/91  
FEDERAL BUREAU OF INVESTIGATION  
DEPARTMENT OF JUSTICE

Nataly Fuchs

atch day of May , 19 90

Given under my hand and official seal, this

sec forth.

signed and delivered the said instrument as  
THEIR free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

do not necessarily certify that Michael A. Perillo Jr., and Theresa L. Perillo, husband and wife are personally known to me to be the same person(s) whose name(s) are

a Notary Public in and for said county and state,

STATE OF ILLINOIS,

- 52 -

- (Seal) -

- 50 -

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numcat

www.english-test.net

Grandfathered Payment Rider       Planned Unit Development Rider

1-4 Family Rider       Condormium Rider       Audible Rider

Security Instruments, the conventions and agreements of each such holder shall be incorporated into and shall amend and supplement the provisions of this Security Instrument as if the same were a part of this Security Instrument.

ment without charge to bottler or distributor who pays any and all bonded excises.

on receiver's bands and reasonable attorney fees, and then to the sums secured by this security instrument.

The Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the amounts due.

prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by affidavit) ap-

to consider the expenses incurred in pursuing the remedies provided in this paragraph, and you shall have the right to recover such expenses.

date specified in the notice, render at his option may acquire immediate possession of the premises described in the summons according to the terms and conditions

Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-existence

that failure to do before the default on the debt may result in acceleration of the sums secured.

...and the other party may exercise its right to terminate the contract by giving notice to the other party. The notice shall specify: (a) the date on which the party giving the notice wishes to terminate the contract; (b) the reason for terminating the contract; (c) the date by which the other party must respond to the notice; and (d) any other terms or conditions agreed upon by the parties.

NON-UNIFORM COVARIANTS. Borel's theory of higher covariants and Borel's theory of lower covariants.

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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 amounts disbursed by Lender under this Paragraph / shall become additional debt of Borrower accrued as of the date of disbursement at the rate set forth above.

under this paragraph, Leander does not have to do so.

7. Protection of Lender's Rights in the Property: Mortgagor 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, or there is a bankruptcy proceeding in which Lender's rights in the property are affected, or there is a proceeding to protect the value of the property and Lender may do and pay for whatever is necessary to protect the property and Lender's rights in the property, provided, 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 (such as a proceeding in bankruptcy), provided, for condemnation or to enforce laws or regulations, then Lender's actions may include paying any sums secured by a lien which has priority over this Security Interest in the property, appearing in court, paying reasonable attorney's fees and entitling to make repairs. Although Lender may take action to pay legal expenses, fees and entitling to make repairs, Lender may take action

the Property, allow the Proprietor to determine or common 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.

Instrument immediately prior to the acquisition.

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

www.uspto.gov/patent-connection, or Newman Invention News, featuring news of business events fed into the Patent Connection system.

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.

This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance certificate provided by Borrower subject to Lender's approval which shall not be unreasonably withheld, shall be chosen by Lender and shall be held by Lender until payment in full of all amounts due under this Note and the promissory note to Lender and Lender's expenses and attorney fees.

the lien. Borrower shall satisfy the lien or take one or more of the acts set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any charge or debt his security instruments unless Borrower: (a) agrees in writing to the payment of the obligation secured by this lien in a manner acceptable to Lender; (b) consents in good faith by, or defends against enforcement of the lien in a manner acceptable to Lender; (c) sells his property to Lender; (d) satisfies or tenderly subordinates the lien to this Security instrument; (e) Lender determines that any part of the property subject to a lien which may affect this Security instrument, Lender may give Borrower a notice identifying the enforcement of the lien or forfeiture of any part of the property; or (f) severs from the lien an agreement of the Lender's option operate to prevent the enforcement of the lien in whole or in part.

the pavements.

3. (Charges; Lien), Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise prior to the date of sale.

3. Application of F&M rates, unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied: first, to late charges due under the Note second, to repayment charges due under the Note; third to amounts payable under paragraph 2; fourth, to interest due and last, to principal due.

fundsmmediately prior to the sale of the Properties or its acquisition by Legendre, any funds held by Legendre, Legendre shall apply, no later than

of the funds held by Lender in one or more payments as required by Lender.

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, as 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, together with the future monthly payments when due, Borrower shall pay to Lender the amount of the Funds held by Lender, together with the future monthly payments when due, plus interest thereon at the rate of twelve percent per annum.

which each debtor to the Funds was made. The Funds are pledged as additional security for the sums secured by this Settlement.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender and reasonable estimates of future escrow items.

Benefit of the day monies payments are due under the note, until the note is paid in full, a sum of funds (payments) or round 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.

1. A scheme of principal and interest, repayment and due charges; borrower shall pay interest and charges on the debt evidenced by the Note and any prepayments and late charges due the Note.