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MORTGAGE

856148-2

THIS MORTGAGE ("Security Instrument") is given on **MAY 10**,
19 90. The mortgagor is **STAUROKOSTAS STELLATOS AND MARIA STELLATOS, HIS WIFE**
("Borrower"). This Security Instrument is given to
FLEET MORTGAGE CORP., which is organized and existing
under the laws of **STATE OF RHODE ISLAND**, and whose address is **125 EAST WELLS**
MILWAUKEE, WISCONSIN 53201 ("Lender").
Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY THOUSAND NINE HUNDRED FIFTY AND**
NO/100 Dollars (U.S. \$ 120,950.00—). 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 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:

**LOT 2 IN EASTCHESTER OF WHEELING, BEING A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST
 $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

03-10-411-002
which has the address of **781 EAST CHESTER**
(Street)
Illinois **60090** (**Zip Code**)

WHEELING
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
apportionances, 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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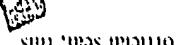
1961-228961

CHICAGO, ILLINOIS
60635
(Address)

FLEET MORTGAGE CORP
2643 NORTH (NAME) HARLEM AVENUE
CHICAGO, ILLINOIS 60635
(Address)

This instrument was prepared by:

My Commission expires:



Notary Public,
State of Illinois
My Commission Expires 9/2/90

OFFICIAL SEAL

Margaret Slepka

✓

Given under my hand and official seal, this
14th day of May, 1992.

set forth,

Signed and delivered the said instrument as THE LETTER 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 The X

, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that STAUROKOSTAS STELLATOS AND MARTA STELLATOS, HIS WIFE
, a Notary Public in and for said county and state,
Cook County, Illinois

STATE OF ILLINOIS

—BORROWER
—BORROWER
—SEAL

—BORROWER
—SEAL

MARTA STELLATOS, HIS WIFE
—BORROWER
—SEAL

STAUROKOSTAS STELLATOS
—BORROWER
—SEAL

STAUROKOSTAS STELLATOS
—BORROWER
—SEAL

Instrument and in (any number) executed by Borrower and recorded with it.
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Instrument.

COOK COUNTY RECORDER
#5499 # 3 * -90-228964

- Graduate Fixed Rate Rider Planned Unit Development Rider DEF-6L RECORDING
\$15.25 Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument. [Check applicable box(es)]
22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

23. Riders 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument. Prior to the expiration of any period of recapture 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. Any rents collected by Lender or the receiver shall be applied first to collect the rents of
the Property received by the receiver, and then to the sums secured by this Security Instrument.
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 recapture following judicial sale, Lender shall further
receive all reasonable attorney's fees and other 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.

Lender shall be entitled to collect all expenses incurred in further demand and may foreclose this Security Instrument by judicial proceeding.
This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding
before the date specified in the notice. Lender at his option may require immediate payment in full of all sums secured by
existing or a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured or is
informed Borrower of the right to remit payment and the right to foreclose, the notice shall further
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
debt (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless application law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
default; (c) the date specified in the notice; (d) the date specified in the notice.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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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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. 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 prior written consent, Lender may, at his option, require immediate payment 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.

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 of this Security Instrument is held invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument and the Note will still be given effect without the conflicting provision. To this end the provisions of this Note which are held invalid or unenforceable will be severed from the rest of this Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless otherwise applicable law requires, use of another method. The notice shall be directed to the property address of 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 adds. Any notice to Borrower, Any notice provided for in this Security Instrument shall be deemed to be given to Borrower or Lender when given as provided

13. **Legislation Affection Leader's Rights.** If enactment of application of applicable laws has the effect of rendering any provision of the Note or the Security instrument unacceptable according to its terms, Landor, at his 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 Landor exercises this option, Landor shall take the steps specified in the second paragraph of

12. **Loan charges.** In the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is usually 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 limits; and (b) any sums already collected from Borrower which exceeded the 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 partial prepayment without any prior notice in charge under the Note.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The co-signants and debtors in this Security Instrument shall be joint and several debtors and successors and assigns of the Lender and Borrower, subject to the provisions of paragraph 17. Borrowers' co-signants shall be joint and several. Any Borrower who signs this Security Instrument will do so in accordance with the Note; (a) by co-signing this Security Instrument only to more effectively transfer funds to the Lender; (b) as a grant and convey of his/her property under the terms of this Security Instrument; and (c) as a grant and convey of his/her property under the terms of this Security Instrument or the Note, or the Note, or both, without regard to whether any other Borrower may agree to extend, modify, reprice, or make any accommodations with respect to the terms of this Security Instrument or the Note without the Lender's consent. The Lender and the Borrower may agree to extend, modify, reprice, or make any accommodations with respect to the terms of this Security Instrument or the Note without the Lender's consent if the Lender has received a written notice from the Borrower specifying the proposed extension, modification, reprice, or other accommodation, and the Lender has not responded to such notice within ten (10) days of receiving it.

10. Unless Lender or his security instruments, whether or not then due,
postpones the due date of the monthly payments referred to in paragraph 1 and 2 or changes the amount of such payments
10. Borrower Not Released; Rebuttable Presumptions
modifies or amends any provision of this Note or Waiver.
interests of Borrower shall not operate to release the liability of the original Borrower's successors in interest.
Lender shall not operate to release the liability of the original Borrower's successors in interest.
payout of any otherwise modifiable 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 of remedy
shall not be a waiver of or preclude the exercise of any right of remedy.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower 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

In the event of a total taking of the Property, the proceeds shall be applied to the sum measured by this section, lessened by any sum due and owing to the Plaintiff before the taking.