

# UNOFFICIAL COPY

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1990 MAY 29 PM 2:50

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **May 23,**  
**1990** The mortgagor is **BRUCE A. CECCHINI AND JUDITH C. CECCHINI, HIS WIFE**

("Borrower"). This Security Instrument is given to **THE NATIONAL SECURITY BANK OF CHICAGO**  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**1030 West Chicago Avenue, Chicago, Illinois 60622** ("Lender").  
Borrower owes Lender the principal sum of **FIFTY THOUSAND AND NO/100'S**

Dollar (\$U.S. \$ 50,000.00). 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 1, 1995 (BALLOON PAYMENT)**. 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 5 feet of Lot 5 all of Lot 4 and Lot 3 (except the North 25 feet) in Block  
11 in Mills and Sons 3rd Addition to Green Fields, a Subdivision of the East 1/2 of  
the South West 1/4 (except the North 174 feet and the South 191 feet thereof) in  
Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in  
Cook County, Illinois.

PERMANENT INDEX NO. 12-36-318-064-0000

PROPERTY ADDRESS: **1738 N. 77th Avenue  
Elmwood Park, Illinois 60635**

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which has the address of

**1738 N. 77th Avenue  
(Street)**

**Elmwood Park  
(City)**

**Illinois 60635**

(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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THIS INSTRUMENT WAS PREPARED BY: Antoinette M. Doleck C/O N.S.B. 1030 W. Chicago Ave.  
CHICAGO, ILL. 60622.

NOTARY PUBLIC  
KIM SAWLASKI  
"OFFICIAL SEAL"

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 23rd DAY OF MAY, 1990

SET FORTH:

SIGNED AND DELIVERED THE SAID INSTRUMENT AS ECHO FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE

DO HEREBY CERTIFY THAT BRUCE A. GECCHINI AND JUDITH C. GECCHINI, HIS WIFE

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

1. KIM SAWLASKI

COOK

COUNTY OF ILLINOIS.

SPACE BELOW THIS LINE FOR ACKNOWLEDGMENT

BORROWER  
(Seal)

BORROWER  
(Seal)

JUDITH C. GECCHINI  
BRUCE A. GECCHINI  
AUGUST 6, 1990

INSTRUMENT AND IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED WITHIN  
THE STATE OF ILLINOIS, HE/IT/WE AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY

OTHERS, SPECIALLY

WITNESSED, PAYMENT RIDER, PLANNED LINE DEVELOPMENT RIDER

ADJUSTED RATE RIDER, CONDOMINIUM RIDER, 24 MONTH RIDER

INSTRUMENT [LEASABLE APPLICABLE BOARDS]  
23. RIDERS TO THIS SECURITY INSTRUMENT, IF ONE OR MORE RIDERS ARE EXERCISED BY BORROWER AND RECORDED TOGETHER WITH  
THIS SECURITY INSTRUMENT, THE EXEMPTIONS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE Merged INTO AND SHALL AMEND AND  
SUPPLEMENT THE EXEMPTIONS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS OF THE ORDER(S) WHERE A PART OF THIS SECURITY

22. WAIVER OF LIQUIMETED, BORROWER WAIVES THE RIGHT OF LIQUIMETED EXEMPTION IN THE PROPERTY

INSTRUMENT WITHOUT CHARGE TO BORROWER THAT PAY ANY RECORDEDATION COSTS  
21. RELEASER: UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY  
EQUITY, BOND, AND TENANTABLE ATTORNEY'S FEES, AND DUE TO THE SUMS SECURED BY THIS SECURITY INSTRUMENT  
COSTS OF MAINTENANCE OF THE PROPERTY AND GOLENTION OF REVENUE, INCLUDING, BUT NOT LIMITED TO, RELEASER'S FEES, PREMIUMS ON THE PROPERTY IN LURING THOSE PAST DUE AND UNPAID RENTS COLLECTED BY LENDER OR TO THE RELEASER SHALL BE APPLIED TO PAYMENT OF THE  
PROPERTY TO THE RELEASER UPON TAKE POSSESSION OF AND UNPAID THE PROPERTY AND TO COLLECT THE RENTS OF THE  
PROPERTY FROM THE RELEASER, SHALL BE GRANTED TO RELEASER FOLLOWING LIQUIMETED SALE, LENDER (IN PERSON, BY AGENT OR BY MAIL)  
PRIOR TO THE EXPIRATION OF ANY PERIOD OF REDEMPTION FOLLOWING LIQUIMETED SALE, LENDER (IN PERSON, BY AGENT OR BY MAIL)

20. IF ENDER IN POSSESSION, UPON ACCESSION UNDER THE PROVISIONS OF THIS PROVISIONAL AGREEMENT TO ANY TIME  
BUT NOT LIMITED TO, REASONABLE TERM(S), FEES AND EXPENSES OF TITLE EXAMINER,  
ENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PROVISIONAL  
INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORCLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING,  
THIS SECURITY INSTRUMENT WITHIN 30 DAYS FROM THE DATE OF A DEFECTIVE NOTICE. LENDER IS NOT LIABLE FOR ALL SUMS ACCRUED BY  
BORROWER BEFORE THE DATE SPECIFIED IN THE NOTICE. LENDER IS NOT LIABLE FOR RECOVERY OF LIQUIMETED PRECEDING THE  
EXERCISE OF A DEFECTIVE OR ANY OTHER DEFECTIVE NOTICE TO RELEASER TO RELEASER'S FEES, COSTS OF MAINTENANCE OF THE PROPERTY  
FOR BORROWER OF THE RIGHT TO RELEASER AFTER RELEASER'S GOLENTION AND THE RIGHT TO RELEASER'S FEES, COSTS OF MAINTENANCE OF THE PROPERTY  
ACCURSED BY THIS SECURITY INSTRUMENT, PROVIDED THAT THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCERERATION OF THE SUMS  
ACCURSED BY THE DATE OF THE DEFECTIVE NOTICE TO RELEASER, PROVIDED THAT THE DATE OF THE DEFECTIVE NOTICE IS NOT CURED OR  
DEFECTIVE (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFECTIVE NOTICE MUST BE CURED;  
DEFECTIVE (B) THE DEFECTIVE NOTICE IS PROVIDED TO RELEASER TO RELEASER'S FEES, COSTS OF MAINTENANCE OF THE PROPERTY  
ACCURSED BY THIS SECURITY INSTRUMENT, PROVIDED THAT THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCERERATION OF THE SUMS  
ACCURSED BY THE DATE OF THE DEFECTIVE NOTICE TO RELEASER, PROVIDED THAT THE DATE OF THE DEFECTIVE NOTICE IS NOT CURED OR  
DEFECTIVE (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS PROVIDED TO RELEASER, BY WHICH THE DEFECTIVE NOTICE MUST BE CURED;

19. ACCELERATION: REMEDIES: LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S  
BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPHS 13 AND 17  
UNLESS APPROPRIATE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE DATE DEFECTIVE TO CURE THE DEFECTIVE MUST BE CURED;  
DEFECTIVE (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS PROVIDED TO RELEASER, BY WHICH THE DEFECTIVE NOTICE MUST BE CURED;  
DEFECTIVE (B) THE DEFECTIVE NOTICE IS PROVIDED TO RELEASER TO RELEASER'S FEES, COSTS OF MAINTENANCE OF THE PROPERTY  
ACCURSED BY THIS SECURITY INSTRUMENT, PROVIDED THAT THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCERERATION OF THE SUMS  
ACCURSED BY THE DATE OF THE DEFECTIVE NOTICE TO RELEASER, PROVIDED THAT THE DATE OF THE DEFECTIVE NOTICE IS NOT CURED OR  
DEFECTIVE (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS PROVIDED TO RELEASER, BY WHICH THE DEFECTIVE NOTICE MUST BE CURED;

NON-LIQUIMETED CONTRACTS: BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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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 sum 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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