

UNOFFICIAL COPY

CAROL MOSELEY BRAUN
RECORDER

DOCUMENT CORRECTION

Please list document number and any inconsistency that may be reflected in the microfilm roll.

DOCUMENT NUMBER:

91515339

REMARKS:

S 1407 WONG

CONNECTED

DATE:

10/10/91

THANK YOU.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Copyright © 2019 by Linda K. Larson and Linda M. Reeder

My Commission Expires 12-7-91
Notary Public, State of Illinois
Dentise Betzold

My Commission expires:

Given under my hand and affixed hereto this
day of October nineteen hundred and nine.

Free voluntary acts, for the uses and purposes herein set forth.

DENISE BETZOLD, a Notary Public in and for said county and state, do hereby certify that ANTHONY AND MARIA LAFATA, HUSBAND AND WIFE

STATE OF ILLINOIS.

:ss (unO.)

MAFIA LA FATA

120/120 =

March 29

אנו נאבקים באלימות

- 80 -

Maurice Laffita

[In Witness WHEREOF, Bottsweir has executed this Mortgage.]

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, if any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFULT
AND FOR CLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

UNOFFICIAL COPY

This instrument was prepared by:

94 RELEASE MILE TUE

TCF BANK SAVINGS FSB

(Name)

91515339

IC09328

1530 1/2 IRVING PARK ROAD
HANOVER PARK, IL 60103
(Address)

MORTGAGE

THIS MORTGAGE is made this 1ST day of OCTOBER
19 91, between the Mortgagor, ANTONIO LAFATA AND MARIA LAFATA, HUSBAND AND WIFE
(herein "Borrower"), and the Mortgagee,

TCF BANK SAVINGS FSB . a corporation organized and
existing under the laws of THE UNITED STATES OF AMERICA
whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN 55402
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 15,290.00
which indebtedness is evidenced by Borrower's note dated OCTOBER 01, 1991 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on OCTOBER 07, 2001 :

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and
the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant
and convey to Lender the following described property located in the County of COOK , State of
Illinois:

LOT 13 IN BLOCK 41 IN HANOVER HIGHLANDS, UNIT 6, BEING A SUBDIVISION IN
THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

T68834
PIN # 07-30-416-013-0000

91515339

91515339

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

which has the address of

7385 NORTHWAY DRIVE

HANOVER PARK

[Street]

[City]

Illinois

60103

(herein "Property Address");

[Zip Code]

17-

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

097-097-0005033

ILLINOIS HOME IMPROVEMENT-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

BOX 15

LND 35 (6/87) ILL.

UNOFFICIAL COPY

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Lien. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails 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.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

GENS11
115153-9

UNOFFICIAL COPY

18. Borrower's Right to Remonstrance. Notwithstanding lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have due proceedings begun by lender to enforce this Mort- gage if discontested at any time prior to entry of a judgment enjoining this Mortgage; (a) Borrower pays lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenant of Borrower contained in this Mortgage; (c) Borrower complies with the covenants of any other covenant of Borrower contained in this Mortgage; and (d) Borrower takes such action as provided in paragraph 1 hereof, including payment of reasonable attorney fees, to recover possession of the premises or to pay the sums secured by this Mortgage.

If Lender, on the basis of any information obtained regarding the transaction, reasonably determines that Lender's security may be impaired, or if there is an unacceptable risk of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender has such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. Borrower fails to pay such sums prior to the expiration of such period, Lender without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

16. Transfers of the Property. If Borrower sells all or any part of the Property or an interest therein, excluding (a) the creation of a lien on the improvements upon, or to this Mortgage, (b) a transfer by devise, descent, or by operation of law, upon the death of a joint tenant, or (c), the grant of any leasehold interests of three years or less not containing an option to purchase, Borrower shall cause to be furnished information required by Lender to evaluate the transaction as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and

15. Rehabilitation Loan Agreement, to trustee shall fulfill all of Borrower's obligations under any home rehbabilita-
tion, improvement, repair, or other loan after execution which Borrower enters into with Lender. Lender, at Lender's option,
may require Borrower to pay, or other loan after execution which Borrower enters into with Lender, Lender, at Lender's option,
with improvements made to the property.

16. **Botherer's Copy.** Botherer's shall be furnished a conforming copy of the Note and of this Mortgage at the time of

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable state or local law, such conflict shall not affect the enforceability of this Mortgage or the Note. The parties hereto agree that if any provision of this Mortgage, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "fees", include all sums to the extent not prohibited by applicable law or limited herein.

as provided herein. and (b) any notice to Lennder shall be given by certified mail to Lennder's address stated herein or to such other address as Lennder may designate by notice to Borrower as provided herein. Any notice provided for in this

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail.

The note without reciting their purpose or message thus moreage as to the

11. **Succesors and Assigments**: Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigins of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several, and the co-signers this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage, grants and conveys that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, or terminate, or make any other accommodations with respect to the terms of this Mortgage.

10. Borrower Net Released; Foreclosure Note & Lender Note. Extension of the time for payment or modification of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower in the event of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower's successors in interest. Any forbearance by Lender in respect of any demand made by Lender shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest to Lender for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower in the event of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower's successors in interest, the liability of which Borrower and Borrower's successors in interest shall remain in full force and effect until paid in full.

UNOFFICIAL COPY

— Botower

ANTONIO LIEBERT - Bormwör - (Seal) *Antonio Liebert*

MARIA LIEBERT - Bormwör - (Seal) *Maria Liebert*

IN WILL NECESS WHERE OF, Borrower has executed this Variabile Rate Rider.

LEGISLATION.

If the loan secured by the Security Instrument sets maximum late charges, and that law is preempted by the interest or other loan charges collected or to be collected in connection with the loan, exceed permitted limits, then: (1) any such loan shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from the borrower which exceed permitted limits will be refunded to Borrower. If a refund reduces principal, the reduction will be treated as a partial award under Note or by making a direct payment to Borrower. If a refund reduces principal under Note or by making a direct payment to Borrower, it will be reallocated to the principal balance as a partial prepayment under Note.

LOAN CHARGES.

Underhill gave to Borrower a notice of any changes in the Payment at least 15 days (but no more than 120 days) before such change becomes effective.

Exercise 3 Rewrite the following sentence so that the unpaired pronouns are paired to agree with their respective nouns.

Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

CHANGES IN MARKET SCHEDULED TO SITE RATE CHANGES.

In addition, to the covariances and agreeements made in the Security Instruments, Borrower and Lender further covenant and agree as follows:

ADDITIONAL REFERENCES

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instruments and located at 7385 NORTHWEST HIGHWAY, LANSING, MI 48917, File # 99-000103.

1 THIS VAKTARLIKE KARTI E KİNDER İSMİ: EMRE SOYİMI: YILMAZ DOĞUM TARİHİ: 15.01.1991
2 VAKTARLIK TARİHİ: 15.01.2015 VAKTARLIK DURUMU: AKTİF

Complaint No. ICO9328

VARIABLE RATE PRIDE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

31515339

31515339

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91515329