

# UNOFFICIAL COPY

01-82511-02

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This instrument was prepared by:

RICHARD J. JAHNS  
(Name)

5133 W. FULLERTON AVENUE  
(Address)  
CHICAGO, IL 60639

## MORTGAGE

THIS MORTGAGE was made this 25TH day of SEPTEMBER 19 91, between the Mortgagor, **RENAE VAIA AND ELLIEN G. ARMBRUSTER-VAIA HUSBAND AND WIFE**

of the first part and the Mortgagee, **CRAIG FEDERAL BANK FOR SAVINGS**, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is **5134 WEST FULLERTON - CHICAGO, IL 60639** (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 25, 1991 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 1 2021

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 165 IN BARRINGTON HILL CREST ACRES THIRD ADDITION, BEING A SUBDIVISION OF A PART OF THE SOUTH-EAST 1/4 OF SECTION 5 AND THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1957 AS DOCUMENT NUMBER 16976975 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1957 AS DOCUMENT NUMBER LR1752092 AND AS CORRECTED BY AFFIDAVIT RECORDED IN THE RECORDER'S OFFICE ON DECEMBER 20, 1957, AS DOCUMENT NUMBER 1702400, AND RECORDED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 1702410, ALL IN COOK COUNTY, ILLINOIS

PERMANENT INDEX #02 06 404 005

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COOK COUNTY RECORDER

which has the address of 146 HILLCREST COURT BARRINGTON  
(Street) (City)  
IL 60010 (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights appurtenant, rent, royalties, mineral, oil and gas, rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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, for the life of the term of this Mortgage is and is to be referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

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insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such reasonable borrower's fees and entry upon the Property. If Lender requires 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

2. **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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or default, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable borrower's fees and entry upon the Property. If Lender requires 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

3. **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 bylaws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development project is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such project shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the project were a part thereof.

4. **Insurance.** Borrower shall obtain and maintain adequate insurance covering the Property and shall name Lender as a co-insured party. 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. 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. 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. 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.

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. Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

6. **Charges, Taxes, Assessments and Other Charges.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may arise from this Mortgage, and Lender shall promptly furnish to Borrower a list of all such charges, taxes, assessments and other charges, fines and impositions attributable to the Property which may arise from this Mortgage, and Lender shall promptly furnish to Borrower a list of all such charges, taxes, assessments and other charges, fines and impositions attributable to the Property which may arise from this Mortgage.

7. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

8. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

9. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

10. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

11. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

12. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

13. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

14. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

15. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

16. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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, then to the principal of the Note, and then to interest and principal on any future advances.

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Lender's written agreement. If applicable, law, Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 7 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, 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, and shall bear interest from the date of disbursement at the rate provided herein to time of final outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. 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.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condonnator offers to make an award or settle on a claim for damages, Borrower fails to respond to Lender within 60 days after the date such notice is mailed, Lender is authorized to sell and apply the 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 paragraphs 1 and 2 hereof or change the amount of such installments.

**10 Borrower.** Any Release, Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or release or extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

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

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

**13 Successors and Assigns Bound, Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14 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 mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender, as the case may be, in the manner designated herein.

**15 Uniform Mortgage Covering Law, Severability.** This form of mortgage combines uniform covenants for national use and uniform rules of construction with limited variations by jurisdiction to constitute a uniform security instrument covering real property in all States. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 preserved without the conflicting provision, and to this end the provisions of the Mortgage and the Note are intended to be severable.

**16 Borrower.** Copy. Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution of either instrument hereof.

**17 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, (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, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage by the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NOTICE OF REMEDY COVENANTS: Borrower and Lender further covenant and agree as follows:

**18 Acceleration, Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

**19 Borrower.** Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall retain the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

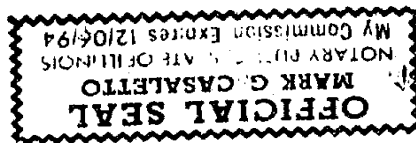
\* If Borrower is not a tenant, the property is his/her principal residence.

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RETURN TO BOX 403

(Space Below This Line Reserved for Lender and Recorder)



*Mark A Casaletti*  
Notary Public

My Commission expires

(Given under my hand and official seal, this 25TH day of SEPTEMBER 19 91, their free and voluntary act, for the uses and purposes therein set forth, appeared before me this day in person, and acknowledged that the signed and delivered the said instrument as personally known to me to be the same persons) whose names are subscribed to the foregoing instrument,

RONALD J VAIA AND ELLEN C ARMBRUSTER-VAIA HUSBAND AND WIFE  
*Mark G Casaletti*  
Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS  
*COOK*  
County ss.

IN WITNESS WHEREOF, Borrower has executed this Mortgage  
*Ronald J Vaia*  
*Ellen C Armbruster-Vaia*  
RONALD J VAIA  
ELLEN C ARMBRUSTER-VAIA

24. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.  
25. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage to Borrower. Borrower shall pay all costs of recording, if any.  
26. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage to Borrower. Borrower shall pay all costs of recording, if any.  
27. Future Advances. This Mortgage shall be secured by the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, except the original amount of the indebtedness secured by this Mortgage, with interest thereon, shall be secured by this Mortgage when evidenced by future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make sums secured by this Mortgage, Lender and the receiver shall be liable to account only for those rents actually received.  
28. Acceleration. Upon expiration of the term of this Mortgage, Lender, or its 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.  
29. Assignment of Rents. Appointment 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 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.  
30. Acceleration. Upon expiration of the term of this Mortgage, Lender, or its 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.  
31. Future Advances. This Mortgage shall be secured by the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, except the original amount of the indebtedness secured by this Mortgage, with interest thereon, shall be secured by this Mortgage when evidenced by future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make sums secured by this Mortgage, Lender and the receiver shall be liable to account only for those rents actually received.  
32. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage to Borrower. Borrower shall pay all costs of recording, if any.  
33. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage to Borrower. Borrower shall pay all costs of recording, if any.

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