

UNOFFICIAL COPY

Box 156

91319263

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for the sums secured by the mortgage.

Borrower and Lender agree in writing at the time of execution of this mortgage that interest on the funds shall be paid 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 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 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 make such a charge.

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 as 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 development assessments, if any) which may attach to the Property plus one-twelfth of yearly premium installments for hazard insurance, if any, 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 insured lender.

3. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest as provided in the Note.

4. Uniform Covenants. Borrower and Lender covenant and agree as follows:

(a) 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

(b) Borrower covenants that Borrower is on a leasehold estate if the mortgage is on a leasehold, and all of the covenants, 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 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 the mortgage is on a leasehold) are hereinafter referred to as the "Property".

which has the address of 2131 W. OHIO CHICAGO (Street) (City) (Zip Code)

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1365

DEPT-01 RECORDING
14319263
* 349263
BOOK COUNTY RECORDER

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***THIS MORTGAGE IS BEING RE-RECORDED TO ADD A 1-4 FAMILY RIDER.

DEPT-01 RECORDING
14319263
* 349263
BOOK COUNTY RECORDER

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 the 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:

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ _____ 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 August 10, 2001.

and existing under the laws of Illinois whose address is _____ a corporation, organized _____ Mortgage, Old Stone Corporation, _____

THIS MORTGAGE is made this _____ day of _____ 1991 between the Mortgagee, _____ and the Mortgagor, _____

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MORTGAGE
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in the manner designated herein.

provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Method. 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 certified mail addressed to Borrower at the Property 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 to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

11. Successors and Assigns Bound; 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 assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing the Mortgage only to mortgage, grant and convey 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, forgive, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a mortgage of the sum 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 successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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 which may have priority over this Mortgage. 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 which may have priority over this Mortgage.

8. Impediment. 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. 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.

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 appraisals, disburse and collect, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgagee by reason 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.

6. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Development. Borrower shall keep the Property in good repair and shall not permit waste 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 all other documents, rules, regulations, and covenants applicable to the Property, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgagee by reason 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.

5. Insurance. Borrower shall obtain and maintain fire and theft insurance on the Property and shall pay the premiums thereon. The insurance shall be subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereon 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 thereon, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over the mortgage. Lender may 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 claim offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option without a reservation or report of the Property or to the sum secured by this Mortgage. Borrower shall keep the Property in good repair and shall not permit waste 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 all other documents, rules, regulations, and covenants applicable to the Property, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgagee by reason 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.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. 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 the 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 attach a priority over the mortgage, and leasehold payments or ground rents, if any. 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 the acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage. 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.

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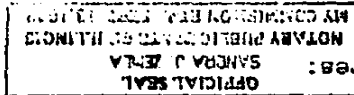
SCHAUMBURG, ILLINOIS

1701 E. WOODFIELD RD - STE 640

Please return to: OLD STONE CREDIT CORPORATION OF ILLINOIS

SANDRA J. ZEMLA

NOTARY PUBLIC



My Commission Expires:

Given under my hand and official seal, this 12th day of July, 1997.

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free voluntary act, for the uses and purposes therein set forth.

State of Illinois, COOK County ss: I, SANDRA J. ZEMLA, a Notary Public in and for said county and state, do hereby certify that ANTHONY BATTAGLIA, A BACHLOR & LAILA A. VILLARRREAL A/K/A LAILA A. LEBRON, DIV ORD & NOT SINGR

LAILA A. VILLARRREAL Borrower A/K/A LAILA A. LEBRON

ANTHONY BATTAGLIA

Borrower

In Witness Whereof, Borrower has executed the Mortgage.

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

- Adjusted Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Other(s) specify

22. Riders to the Mortgage. If one or more riders are executed by Borrower and recorded together with the Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Mortgage as if the rider(s) were a part of the Mortgage. [Check applicable box(es)].

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1-4 FAMILY RIDER

4701767

ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 12TH day of JULY, 19 91, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to OLD STONE CREDIT CORP OF IL (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2131 W. OHIO CHICAGO, IL 60612

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as prohibited by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Security Instrument.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED UNLESS PROHIBITED BY APPLICABLE LAW. Security Instrument is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



ANTHONY BATTAGLIA Borrower (Seal)




LAILA A. VILLARREAL A/K/A LAILA A. LEBRON Borrower (Seal)

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