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DEPT-01 RECORDING \$18.00
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COOK COUNTY RECORDER

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MORTGAGE

051825201

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21, 1991 The mortgagor is LOUIS LOSURDO AND GRACE LOSURDO, HIS WIFE ("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings which is organized and existing under the laws of United States of America , and whose address is 6700 W. North Ave, Chicago, Illinois 60635 ("Lender"). Borrower owes Lender the principal sum of NINETY THOUSAND AND NO /100 Dollars (U.S. \$ 90,000.00). 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 DECEMBER 1, 2006 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 41 IN SAKOWICZ SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #08-12-429-016-0000

30X283
MAIL TO

which has the address of 127 MARINA ST DES PLAINES
Illinois 60016 ("Property Address");

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

2395 SEP 91

Form 3014 9-90 (spare back page)

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30105-5/6/09 (ס. 100-100)

2395 SEP 91

Borrower shall promptly disclose any lien which has priority over this Security Instrument until such time as (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) comes 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 (c) secures from the holder of the lien an agreement satisfactory to Lender to supersede the instrument of the lien in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect or take precedence of the actions set forth above within 10 days of the giving of notice, Borrower shall satisfy the lien or take such action as may be necessary to remove the lien.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Learner under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If the Funds held by I under exceed the amounts permitted to be held by applicable law, I under shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by I under for any time is not sufficient to pay the face value of the Notes when due, I under may so notify Borrower in writing, and, in such case Borrower shall pay to I under the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, in I under's sole discretion.

Upon payment in full of all sums accrued by this Security instrument, I under shall promptly return to Borrower any funds held by I under for set the property, I under, prior to the acquisition or sale as a credit against the sum

2. Funds for Taxes and Insurance. Subsidiary to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may attach prior to the Note, until the Note is paid in full, a sum ("Funds") for taxes and assessments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums (d) yearly flood insurance premiums, if any; (e) yearly mortality insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These items are called "Escrow Fees". Lender may, in any time, collect and hold an amount in excess of the maximum amount set forth above for Borrower's second account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may estimate the amount of funds due on the basis of current data and amount not to exceed the lesser amount, Lender may estimate the amount of funds due on the basis of funds due on the basis of current data and

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

This SECURITY INSTRUMENT constitutes a non-possessory instrument covering real property, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record, and will bind and cover all persons who may hereafter come into possession or interest in the Property.

SECRETARY WITHIN THE IMPROVEMENTS NOW OR HEREAFTER EFFECTED IN THE PROPERTY; AND IN CASEMATES, APPLICHEMATES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPAIRS, EXPENSES AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECRETARY. ALL OF THE PROPERTY IS TO BE REMOVED TO THIS SECRETARY. ALL REPAIRS, EXPENSES AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECRETARY. ALL OF THE PROPERTY IS TO BE REMOVED TO THIS SECRETARY.

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of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer appraised by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 damage, 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.

11. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenant and agreement 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.

13. 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 sums 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.

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.

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Form 304 9/90 (page 1 of 6 pages)

8. Mortgage Insurance. If Lender requires insurance as a condition of funding the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage equivalent to the mortgage insurance previously in effect, at a cost substantially equal to the cost to Borrower of the insurance previously in effect, from an alternative mortgage insurer approved by Lender. If subsisting monthly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly premium before paid by Borrower when the insurance coverage lapses or ceases to be in effect.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower accrued by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be interest bearing debts of Borrower and shall be payable, with interest, upon notice from Lender to Borrower requesting date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Leader's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leader's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or a quiet title action), then Leader may do and pay for whatever is necessary to protect the value of the property and Leader's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or a quiet title action), then Leader's actions may include paying any sums secured by a lien which has priority over this security instrument, paying reasonable attorney fees and costs and contending on the property to make repairs. Although a leader may take action under this paragraph, Leader does not have to do so.

6. Ownership immunities, preservation, alienation and protection of the Property; Borrower's Loan Application
Instrument and its attachments, leasehold interests, and use of the Property, the lessee shall not interfere with the lessee's right to occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy. Under lessee's failure otherwise agree in writing, which consent shall not be unreasonably withheld, or unless a continuing circumstance exists which are beyond Borrower's control, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not be in default if any forfeiture action or proceeding, whether civil or criminal, is begun in lessee's good faith judgment or result in forfeiture of the Property or otherwise materially impairs the lessee's right to the Property. Borrower could resell in lessee's security interest, Borrower may have such a default and repossess the lessee created by this Security Instrument or proceed with a quiet title action against the lessee, as provided in paragraph 18, by causing the action to be dismissed with a final judgment in lessee's favor. In lessee's default and repossess, lessee shall also be liable for all reasonable attorney fees and costs incurred by Borrower in connection with the repossession and collection of the lessee's interest in the Property. Borrower shall also be liable for all reasonable attorney fees and costs incurred by Borrower in connection with the repossession and collection of the lessee's interest in the Property.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall extend to the date of the earliest to the date of the earliest payment of principal or interest by Borrower.

Lender shall have the right to hold the policies and premiums, if Lender requires, without notice to Lender and Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the premiums and renewals, if Lender requires, without notice to Lender and Lender shall give prompt notice to the insurance companies of paid premiums and renewals. 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, Lender is entitled to receive in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if it is not economically feasible and Lender's security is not lessened. If the restoration or repair is not 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 due, within 30 days of the date the Property is repaired or replaced by Lender or within 30 days of the date the insurance proceeds are received by Lender, whichever occurs later.

Borrower agrees to abide by the terms of this Security Instrument, whether or not due, until the date the Property is repaired or replaced by Lender or within 30 days of the date the insurance proceeds are received by Lender, whichever occurs later.

5. Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods of time required by Lender, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods of time required by Lender, for which Lender requires insurance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval that Lender shall not be unreasonable withheld. It Borrower fails to maintain coverage described above, Lender may, after Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

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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) 8 days after 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 as if no acceleration had 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 hen 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

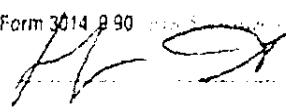
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

No-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Form 3014-B-90 

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24. **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. [Check applicable box(es)]

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other(s) [specify] **LOAN RIDER**

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Louis Losurdo

..... (Seal)
LOUIS LOSURDO -Borrower

Social Security Number

Grace Losurdo (Seal)
GRACE LOSURDO-Borrower

Social Security Number

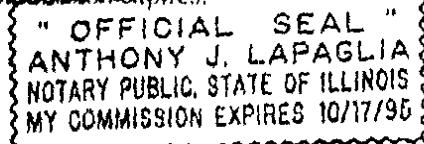
(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, County ss:

I, *ANTHONY J. LAPAGLIA* ,
a Notary Public in and for said county and state, certify that **LOUIS LOSURDO AND GRACE LOSURDO**,
HIS WIFE ,
personally known to me to be the same person(s) whose name(s) A.P.E. ,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he Y
signed and delivered the instrument as THEIR free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 26 NOVEMBER, 1991

My Commission Expires



Anthony J. Lapaglia
Notary Public

91526681

RAYMOND F SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 W NORTH AV
CHICAGO, IL 60635

UNOFFICIAL COPY
LOAN RIDER

PT 1-10-280
LOAN NO 051825201
DATE NOVEMBER 21, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as

127 MARINA ST, DES PLAINES IL 60016

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

Louis Losurdo

LOUIS LOSURDO

Borrower

Grace Losurdo

GRACE LOSURDO

Borrower