

UNOFFICIAL COPY

PREPARED BY AND MAILED TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

JOHN / 1506641

91086799

[Space Above This Line For Recording Data]

MORTGAGE

2 THIS MORTGAGE ("Security Instrument") is given on

FEBRUARY 22nd, 2006, at CHICAGO, ILLINOIS.

The Mortgagor is **ANTHONY V. BALDASSANO**, and his wife, **ROSEANN BALDASSANO**, HUSBAND and WIFE.

\$16.00

THIS MORTGAGE ("Security Instrument") is given by **ANTHONY V. BALDASSANO**, and his wife, **ROSEANN BALDASSANO**, HUSBAND and WIFE, to **LASALLE NORTHWEST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION**, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4747 W. IRVING PARK ROAD, CHICAGO, IL 60641, ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY THOUSAND & 00/100 Dollars (U.S. \$ 130,000.00). 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 MARCH 1, 2006. This Security Instrument secures to Lender: (i) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (ii) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (iii) 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 19, IN THE HARVEST HEIGHTS OF MOUNT PROSPECT, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; according to the plat of subdivision thereon recorded in the office of the recorder of deeds of COOK COUNTY, ILLINOIS as document no. 88147393.

1991 FEB 26 PM 1:53

91086799

662982516

TAX ID #: 03-35-311-001-0000. The property is described in detail in the plat of subdivision recorded in the office of the recorder of deeds of COOK COUNTY, ILLINOIS, as document no. 88147393.

which has the address of 217 ERIC AVENUE, MOUNT PROSPECT, ILLINOIS (Street/City), Illinois 60056 (ZIP Code, ("Property Address"));

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

Any amounts disbursed by London Underwriting Plataform / shall become additional debt of Borrower secured by this security instrument. Unless otherwise agreed to earlier terms of payment. London Underwriting Plataform / will invoice upon receipt of payment from Lender to Boardwalk requesting payment.

7. Protection of Lennder's Rights in the Property: Mortgagor agrees to perform the covenants and agreements contained in this Security Instrument that significantly affect Lennder under paragraph 7.

6. Preservation and Maintenance of Property: Lessor shall not destroy, damage or substantially change the acquisition.

Unless London and Bonnower otherwise agree in writing, any application of proceeds to principal shall be, excepted or postponed in the manner London and Bonnower may determine, so far as necessary to meet the expenses of collection.

Unless Landlord and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, unless specifically released and Landlord's security is released. If the restoration or repair damages the property within 30 days a notice from Landlord that the insurance carrier has failed to settle a claim, then Landlord may collect the insurance proceeds to restore the property or to pay sums secured by the Security Deposit.

All insurance policies and renewals shall be acceptable to Londoner and San, including a standard mortgage clause. Londoner shall make right to hold the policies and renewals if Londoner receives notice to terminate earlier than Londoner may make and renewals notices. In the event of loss, Borrower shall give prompt notice to the trustee in case of partial prepayments and renewals. If Londoner reclaims, Borrower shall pay, give to Londoner all receipts of paid premiums and renewals.

S. Standard Insurance. Borrower shall keep the improvements in good condition at all times during the term, excepting as otherwise provided in the insurance policy, and shall pay all premiums and other charges in respect thereto.

Borrower shall promptly disburse, any loan, which has priority over this Security Instrument unless Borrower: (a) undergoes in writing to the satisfaction of the obligee; (b) a transfer acceptable to Lender; (c) consents in good faith the Lender by, or delegates authority to the Lender to do so; (d) agrees in writing to pay all amounts due under this instrument to the Lender prior to the date of maturity.

and 2 shall be applied; trial to 1st class charges due under the Note; second, to propertymunt charges due under the Note; third, to amounts payable under paragrahp 2; fourth, to interest due, and last, to principal due.

Upon payment of all sums secured by this Security Instrument, Lennder shall promptly return to Fortower any papers held by Lennder.

of more payments as called by 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 Security Instrument.

on the day following my payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-tenth of (a) yearly interest on the principal amount of the Note, plus (b) yearly taxes and assessments which may accrue prior to the Note, plus (c) yearly insurance premiums, and (d) yearly mortgage insurance premiums; all, any, thereof, to the same date as the basis of current debt and reasonable expenses of future escrow items.

1. Payment of Premium and Interest, Premium and Late Charges. Borrower shall promptly pay which due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon ~~the~~ inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, ~~of~~ of compensation, in connection with any condemnation or other taking of any part of the Property, or for conveyance of Lender's title, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

19. Miscellaneous. This Security Instrument is a nonnegotiable instrument. It may not be modified except in writing signed by both parties. This Security Instrument is not negotiable. It may not be背书 (negotiated) by transfer of possession, delivery or assignment.

MBR
Initiate:

91086799

UNOFFICIAL COPY

1506641

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22nd day of FEBRUARY, 1991, 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

LASALLE NORTHWEST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

217 ERIC AVENUE MOUNT PROSPECT, ILLINOIS 60056

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as
HARVEST HEIGHTS HOMEOWNER ASSOCIATION

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of renovation or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 2.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

(Seal) Anthony V. Baldassano (Seal)
-Borrower ANTHONY V. BALDASSANO -Borrower

(Seal) Roseann Baldassano (Seal)
-Borrower ROSEANN BALDASSANO -Borrower

66298016

UNOFFICIAL COPY

19. *Leucosia* (Leucosia) *leucostoma* (Fabricius) (Fig. 19)

Or, if you prefer, you can use the following command:

Digitized by srujanika@gmail.com

Y

of [View Details](#)

CC

100% of the energy consumed by the U.S. economy is derived from fossil fuels.

10. *What is the best way to manage your time effectively?*

Oliver, John (1835-1914) - American author, best known for his historical novels.

introduction

[View Details](#) | [Edit](#) | [Delete](#)

行

For more information about the study, please contact Dr. Michael J. Hwang at (310) 794-3000 or email at mhwang@ucla.edu.

 OFFICE OF THE CHIEF INFORMATION OFFICER

Digitized by srujanika@gmail.com

卷之三