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SCHAUMBURG

This instrument was prepared by:

..RICHARD J. JAHNS....

(Name)

..5133 W. FULLERTON AVE

(Address)

CHICAGO, IL 60639

MORTGAGE

92438148

Box 403
ladd
THIS MORTGAGE is made this 15TH day of MAY, 1992 between the Mortgagor, JOSEPH M. MUSKOVICH AND KATHLEEN M. MUSKOVICH, HUSBAND AND WIFE, CRAGIN FEDERAL BANK FOR SAVINGS (herein "Borrower"), and the Mortgagee, THE UNITED STATES OF AMERICA, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5133 West Fullerton Avenue - Chicago, IL 60639-1478 (herein "Lender").

C 251459
 WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated MAY 15, 1992 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 01, 2007.

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:

8-1-92
 LOT 6 IN BLOCK 4 IN LEXINGTON VILLAGE, UNIT 1, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON DECEMBER 15, 1977 AS DOCUMENT NO. 24238569.

PERMANENT INDEX NUMBER: 07-22-409-006

Defeasement of the date of the first installment
due under this obligation is hereby changed to

8-1-92

Defeasement of the maturity date stipulated is DEPT-41 RECORDING \$27.00
hereby changed to T#5555 TRAN R129 06/17/92 09:57:00

#4553 # 7-1-92-438148

COOK COUNTY RECORDER

CRAGIN FEDERAL BANK FOR SAVINGS

by Sue Crawford

\$27.00

Box 403
 which has the address of 240 LUNDY LANE, ILLINOIS 60193 (herein "Property Address");
 [Street]
 [State and Zip Code]

SCHAUMBURG

(City)

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, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

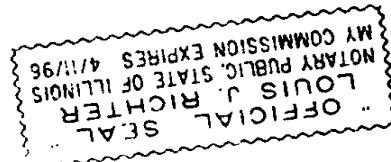
Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any 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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Chadwick, Ted Bank
880 3 Aug 1988
Gardiner, G. 6013

RETURN TO BOX 403

(Space below this line reserved for Lender and Recorder)



My Commission expires:

..... 61 90 Sept 1945

122 ROMA

signed and delivered the said instrument as *free and voluntary act*, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

do teatro, cinema, rádio e televisão, entre outros.

STATE OF ILLINOIS.

KATHLEEN M. MUSKOUICH

JOSPEH M. MUSKOVICH
KATHLEEN M. MUSKOVICH

In witness whereof, Borrower has executed this Mortgage.

to Borrower, Lender shall pay all costs of recordation, if any.

21. Future Advances to Borrower. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage, may be evidenced by promissory notes similar to those set forth above. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including amounts advanced in accordance with this Note, exceed the principal amount of the original Note plus US \$~~2~~ - **2600.00**.

Particulars of rents, including the amount, date of payment, and the person to whom paid, shall be furnished by the lessor to the receiver.

of any period of redemption following judicial sale, Lender, in Person, by 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

20. Assignment of Rents; Appointee; Lender in Possession. As additional security hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18, pay all amounts due and payable.

in the Property and Borrower's obligation to pay the sums secured by this mortgage shall remain in full force and effect as if no acceleration had occurred.

(d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest

period to entry of a judgment reinforcing this mortgage if: (a) Borrower pays Lender all sums which would be due under this Mortgage, the Note and notes securing Future Advances; (b) Borrower commits in this Mortgage; (c) Borrower pays all reasonable expenses of any other conveyance or agreements, if any, had no acceleration accrued; (d) Borrower commits in this Mortgage to pay all reasonable expenses of Borrower's collection of Borrower's debts and in

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 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 payable from time to time on 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 excess, if any, paid 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect 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 Not Released. 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 refuse to 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 afforded 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 when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. 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 given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation 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 or ~~to the grant of any leasehold interest in 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 and 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.

* or if the borrower ceases to occupy the property as his principal residence
NON-UNIFORM 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's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

בכ"ה יומם נס לתקה רגשותיהם מטבון נס סכך נס עירונחנא ורגשותיהם נס אנטקטריאן

7. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if at any time action or proceeding is commenced which materially affects Lenders' interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements of proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such sums available to Lender to pay its expenses necessary to protect its interest, including, but not limited to, attorney fees and costs of collection, including, but not limited to, disbursements of reasonable attorney's fees and costs incurred by this Mortgagor to make repairs. If Lender requires such 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

or to the sums secured by this mortgage.

Unless Lessee and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is not authorized to collect and apply the insurance proceeds at Lender's option either to restore or repair of the Property or to settle a claim for insurance benefits, Lender may, at its sole discretion, declare the Note and all other obligations of Lessee to Borrower under the Note and this Agreement to be abandoned by Borrower, and if Borrower fails to respond to Lender's demand within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender may, at its sole discretion, apply the insurance proceeds to the sums advanced by Lender for any, paid or unpaid, amounts due under the Note.

All insurance policies and renewals thereto shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender shall have the right to hold the policies and renewals therefor.

3. Application of Payment Laws: Under this section, the amounts received by Lender under the Note and payment graph shall be paid by Lender first in payment of amounts payable to Lender by Borrower under the Note, and then to the principal of the Note. And then to interest and other expenses payable on the Note, when so required.

If the due dates of taxes, assessments, insassments, premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, premiums and ground rents, such excess shall be, at Borrower's option, either paid by Lender, or credited to Borrower or received by Lender to pay taxes, assessments, insassments, premiums and ground rents as they fall due, if the amount of the Fund held by Lender, and not be sufficient to pay taxes, assessments, insassments, premiums and ground rents as they fall due, Lender shall make up the deficiency by Lender to Borrower, or make up the deficiency by Lender to the Fund, and if the amount of the Fund held by Lender shall be less than the sum secured by this Mortgage, Lender shall pay to Borrower any Fund held by Lender to Borrower, or pay to Lender any amount necessary to make up the deficiency from the date of the deficiency to the date of payment, plus interest thereon at the rate of six percent per annum.

The Funds shall be held in an institution the deposits of which are insured by a state agency including Lender in trust in its name in its institution. The Funds shall apply the premiums and gross receipts of the institution to pay said taxes, assessments or expenses of the institution and to meet its debts and obligations. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying said account and completing said assessments and gross receipts. Lender shall apply the Funds to pay said taxes, assessments or expenses of the institution and to meet its debts and obligations. The Funds shall be held in an institution the deposits of which are insured by a state agency including Lender in trust in its name in its institution. The Funds shall apply the premiums and gross receipts of the institution to pay said taxes, assessments or expenses of the institution and to meet its debts and obligations.

2. **Funds for Taxes and Liabilities**. Subject to applicable law or to written waiver by Lender, Borrower shall pay Lender on the day monthly installments of principal and interest are payable under the Note until the sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over the same to time by Lender on the basis of reasonable estimates thereof.

1. Payment of Principal and Interest. Borrower shall promptly pay herein due the principal of and interest on the promissory note evidencing the debt of Borrower to Lender.