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This instrument was prepared by:

MAIL TO B. A. NELSON

(Name)
416 W. HIGGINS RD., SCHAUMBURG, IL 60195
(Address) EC125959

MORTGAGE

92042368

THIS MORTGAGE is made this . . . 20th day of . . . January . . .
19. 92., between the Mortgagor, . . . RUBEN A. BELARMINO AND ROSARIO R. BELARMINO, HIS WIFE, AS JOINT
 TENANTS . . . (herein "Borrower"), and the Mortgagee,
 COMMERCIAL CREDIT LOANS, INC. . . . a corporation organized and
 existing under the laws of . . . DELAWARE . . .
 whose address is . . . 416, W. HIGGINS, RD., SCHAUMBURG, IL 60195 . . .
 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. . . 11,336.01 . . .
 which indebtedness is evidenced by Borrower's note dated . . . 1-20-92 . . . 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 . . . 1-24-97 . . .

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 this 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:

LOT 34 IN BLOCK 15 IN PARKHOLME SUBDIVISION OF LOT 14 OF GRANT LAND ASSOCIATION
 RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.T.N. . . 16-21-415-011

92042368

• DEPT-01 RECORDING \$27.50
 • T02222 TRAK 4233 01/22/92 16110100
 • #5210 + B X-92-042368
 COOK COUNTY RECORDER

which has the address of . . . 1821, 48th CT . . . GLENCOE . . .
 (Street) (City)
 Illinois . . . 60650 . . . (herein "Property Address");
 (Zip Code)

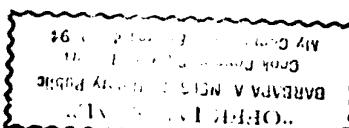
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
 grant and convey the Property, 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.

975/1

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(Space Below This Line Reserved for Lender and Recorder)



Given under my hand and official seal, this 20th day of January, 1992.

Subjacent voluntary act, for the uses and purposes herein set forth,
I, ROBERT A. BELARMINO, AND, ROSARIO R. BELARMINO, HIS WIFE, AS JOINT TENANTS,
personally known to me to be the same persons (whose names) above,
appeared before me this day in person, and acknowledged that I, the undersigned,
subscribed to the foregoing instrument as
permitted by law.

STATE OF ILLINOIS, COUNTY OF COOK, COUNTY CLERK'S OFFICE

ROBERT A. BELARMINO
ROSAARIO R. BELARMINO
Robert A. Belarmino
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

REQUISITION FOR NOTICE OF DEFALKT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without
account only for those rents actually received.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
charge to Borrower. Borrower shall pay all costs of recordation, if any.

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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 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. 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.

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 this 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, forbear, 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.

12. 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 delivering it or 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 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.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. 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.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 nonexistence 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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2. **Condemnation**: The proceeds of any award or damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conversion of land held by assignment or otherwise in lieu of condemnation, are hereby appropriated and shall be paid to the claimant or claimants, except in case of mortgage, deed of trust or other security agree-
ment with a lessor which has paid its claim in full.

provided and rendered such Rive Bottawocer notice prior to any such inspection specifying reasonable cause therefor

B. Lender's Duties. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this paragraph, unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

Borrower's and Lender's written agreement or applicable law.

2.2.2.2. The second stage of the process involved the identification of the main components of the planned unit development.

declaration of government's creation by presenting the sound minimum of planned and developed life-forms and concepts.

6. Preservation and Maintenance of Property; Leasesholds; Condominiums; Planned Units; Developments; Board power shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the property and shall comply with the provisions of any lease it has or may enter into.

Authorised to collect and apply the insurance carrier offers to settle a claim to insurance benefits, Lender is authorised to settle the insurance proceeds at Lender's option either to restore or to repart of the Property or to the sums secured by this Mortgage.

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.

that such application shall not be unreasonably withheld. All insurance premiums and rewards offered shall be in a form acceptable to Lessee and shall include standard mortgage clauses in form and in a form acceptable to Lender or other secured parties over whom this Mortgagor

measured against loss by fire, hazards included within the term „extended coverage”, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

5. Hazard Insurance: Borrower shall keep the property insured at the amounts and types of coverage as specified in the Promissory Note.

3. **Applicant has no claimants:** unless it can prove that the claimants are claimants under the Note and paragraph 1 and 2 hereon to be applied by Lender first in payment of amounts payable by Lender under the Note and paragraph 1 and 2 hereon to be applied by Lender first in payment of amounts payable by Lender by reason of amounts payable to Lender by reason of amounts payable by Lender under the Note and paragraph 2 hereon to be applied on the Note; and then to the principle of the Note.

held by Lender. If under Paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender under Paragraph 1 hereof, no later than one month prior to the sale of the Property to its acquisition by Lender, and funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

the very tall due. Borrower shall pay to Lender this amount necessary to make up the deficiency in one or more payments as lender may require.

However, any interest or earnings on the Funds shall bear interest to be paid; interest shall not be required to pay dividends or interest on the Funds, and the Fund may be disbanded at any time.

If Borrower fails to pay said funds to Lender, the funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding and applying the funds, and Lender is liable to Borrower for interest on the funds and account of expenses incurred in the collection of the same.

such payments of funds to funds to lendee to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is in substantial arrears.

- Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest demanded by the Note and late charges as provided in the Note.