UNOFFICIAL COPY This Instrument was prepared by

CONRAD W. SCHMITTEL

OLYMPIA FIELDS, IL 60461 (Address)

MORTGAGE

92146344

THIS MORTGAGE	is made this <u>28TH</u> day o	FERRUARY_	1992 (between the Mortgagor,
STEPHEN J. MAM	MARAPPALLIL AND RACHE	L MAMMARAPPALI	LIL HIS WIFE	
herein "Borrower"), and the	: Mortgagee, FINANCIAL	FEDERAL SAVII	NGS BANK OF OLYM	IPIA FIELDS
corporation organized and	existing under the laws of the Ur	orted States of Amer	ica, whose address is	
211/0 S. OLYMF <i>L</i> /	WESTERN AVE FIELDS, ILLINOIS	60461		(herein "Lender")
SIXTY-EIGHT THOUSAN follars, which indebtedness i rovided for monthly install ayable on APRIL 1ST		dated FEE with the balance o		
ent of all other sums, with se performance of the cover ith interest thereon, made	nder (a) the replyment of the in interest thereon, ellonced in a nants and agreements of Borrowe to Borrower by Londer pursuar and convey to Lender ine follow	ccordance herewith r herein contained, it to paragraph 21 l	to protect the security and (b) the repayment of therein "Future"	y of this Mortgage, and of any future advances,
tate of COOK ILLINOIS	94			
240 FEET THEREOF A IN ROBERTSON AND Y PART OF THE SOUTHW EAST OF THE THIRD THORNTON ROAD (MAI TO PLAT THEREOF RE	H. KLEIN'S RESUBDIVIS ND EXCEPT THE NORTH 3. OUNG'S 3RD ADDITION TO EST QUARTER OF SECTION PRINCIPAL MERIDIAN, L' N STREET) AND EAST OF GISTERED IN THE OFFICE 10, 1980, AS DOCUMENT	38 FEIT THEREC D HOMIWOOD, A N 32, TOWNSHIP YING SOUTH OF CHICAGO HEIGH E OF THE REGI!	OF) IN BLOCK ONE SUBDIVISION OF 36 NORTH, RANG THE HOMEWOOD AN HTS, ROAD, ACCOR	THAT E 14. D DING OF COOK
PERM TAX I.D. # 29	-32-310-165-0000		DEPT-11 REQUE) 10-x \$ 27
PROPERTY ADDRESS:	1330 183RD STREET HOMEWOOD, IL 60430		T#9000 TRAN. #0735 # .1L	/3215 03/06/92 11:18 (
nich has the address of	1330 183RD STREET (Stree	·e)	HOMEWOOD	
ILLINOIS 60430 (State and Zip C		erty Address");		
TOGETHER with all	the improvements now or here i), oil and gas rights and profits, v	after erected on the	property, and all easen	nents, rights, appurte-

after 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 the 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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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, 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 18 hereof, including, but not limited to, reasonable attorney's 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.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 hereof or abandonment of the Property, and at any time prior to the expiration 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 past due. All rents collected by Lender or 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. 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 when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this

IN WITNESS WHEREOF Borrower has executed this Mortgage.

I Stasher Income organition
Ozc / / -Borrowa
Ruchel Mammaruffallel.
—Borrawa
STATE OF ILLINOIS
STATE OF ILLINOIS
I, AMORAN AMAZONIC, a Notary Public in and for said county and state
do hereby certify thatSTEPHEN.J. MAMMARAPPALLIL AND RACHEL MAMMARAPPALLIL HIS. WIFE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y.
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein
set forth.
Given under my hand and official seal, this 28TH day of FEBRUAP /, 1992.
My Commission expires: 9/8/92
some state of the second
"OFFICIAL SEAL"
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 9/8/92

(Space Below This Line Reserved For Lender and Recorder)

ÄNCIAL FEDERAL TRUST & SAVINGS BANK 7 N. LARKIN AVE. 1ET, IL 60435

Lender's written agreement of applicable faw Borrower 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 dishursement 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, I ender 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 Properly, or part thereof, or for conveyance in hea 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 Horrower. In the event of a partial taking of the Property, onless 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 unimediately prior to the date of taking with the balance of the proceeds paid to Borrower

If the Property is abandoned by Horrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or sent, a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender's jothorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the sams secured by this Mortpage.

Unless Lender and Horrower 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. Burrower No. Softwased. Essension 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 Horrower shall not operate to release, in any manner, the hability of the original Port over and Horrower's successors in interest. Lender shall not be required to commence

proceedings against such successive or retuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason or any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not... Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable layer held 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 heavy or charges by Lender shall not be a waiver of Lender's

right to accelerate the maturity of the indebracess secured by this Mortgage

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

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 arraing 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 Borrover as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender 83 en given in the manner designated herein.

15. Uniform Mortgage: Governing Law: Severability. This form of nortgage combines uniform covenants for national use and non-uniform covenants with limited variations by parisdiction 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 of clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Ne'te which can be given effect with oil 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 Sine 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 fien in encumbrance subordinate to this Mortgage, the the creation of a purchase money security interest for household applyinces, (c) a transfer by devise, decent or by operation of the assert the basis of the control of descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of 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. Londer shall have waived such option to accelerate if, prior to the all- or transfer, Londer and the person to whom the Property is to be sold or transferred reach agreement in writing that the ciedle of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be it such rate as Lender shall request. If I ender has waived the option to accelerate provided in this paragraph 17, and if Borrowse'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. It Borrower fails to pay such soms prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any temedies permitted by paragraph 18 hereof

Nos. Usironsi Coses sists. Borrower and Lender turther 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 providen 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 malled 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 atturney'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. Horrower shall have the right to have any proceedings begun by I ender to entorce this Mortgage discontinued at any time

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest

on any Future Advances secured by this Morigage

2. Funds for Taxes and Insurance. Subject to applicable how or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are 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 which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance. plus one-twelfth of yearly premium installments for mortgage insurance of any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state 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, analyzing said account, or verifying and compiling said assessments and bills, unless lender pays Borrower interest on the Funds and applicable law permits Lender 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 Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Limbs showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Finids are pledged as additional security for the sums secured by this Mortgage

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insulance premiums and ground tents as they fall due, such excess shall be, at Borrower's option, either promptly repair to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to hender any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrower equesting payment thereof

Upon payment in full of all sums secured by this Mortgage Feoder shall promptly refund to Borrower any Funds held by Lender. If under prograph 18 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 its acquisition by Lender, any Funds held by Lender at the time of application is a credit against the sums secured by this Morigage

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 here of 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, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges: Liens. Borrower shall pay all laxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the provided under paragraph 2 hereol or, it not paid in such manner, by Borrower making payment, when due, directly to the payee thereol. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly turnish to Lender receipts evidencing such payments. Horrower shall promptly discharge any lien which has ritority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrowe, shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good to the contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the hen or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extender coverage", and such other hazards as Lender may require and in such amounts and for such periods as lender may require provided that I ender shall not require that the amount of such coverage exceed that amount of soverage required to pay the such secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by forsower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premains on marrance policies shall be paid in the manner provided under paragraph 2 hereof of, it not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to flend r and shall include a standard mortgage clause in favor of and in form acceptable to flender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to I ender all renewal notices and all receipts of paid premiums. In the event of loss, chorrower shall give prompt notice to the insurance carrier and I ender. I ender may have proof of loss it not made promptly

by Horrower

Unless hender 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 recommically reasible and the recurity of this Mortgage is that thereby impaired. If such restoration or repair is not economically teasible or if the security of this Mortgage would The impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or it Borrower tails to respond to I ender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for loss is ace benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or ferair 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 reteired to in paragraphs 1 and 2 hereof or change of amount of such installments. It under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower 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 if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium of a planned unit development. Bostower 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 constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. It Borrower tails 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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent then Lender at Lender's option upon noise to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's tees and entry upon the Property to make repairs. If Lender required mortgage insurance as 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 ferminates in accordance with Borrower's and