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WHEN RECORDED MAIL TO:

1st FEDERAL SAVINGS & LOAN ASSOCIATION OF
WESTCHESTER
2121 S. MANNHEIM RD.
WESTCHESTER, IL 60154-4191

Digitized by Google

Lemberg 1900-1916
(708) 512-0444

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 28, 1992, by the mortgagor is DANIEL J. SCANIAN and AMIE SCANIAN, HIS WIFE ("Borrower"). This Security Instrument is given to 1ST FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing under the laws of the United States of America and whose address is 2121 S. MANNHEIM RD., WESTCHESTER, IL 60154-4191 ("Lender"). Borrower owes Lender the principal sum of One hundred Twenty Five Thousand & 00/100 Dollars (U.S. \$125,000.00). The due date of the principal amount is the last day of the month in which the original note was made, plus one month, in monthly payments, with the full debt unpaid due on the last day of the month in which the original note was made, plus one month, plus interest accrued on the repayment of the debt evidenced by the Note, with interest at the rate of eight percent (8%) per annum, plus a fee of five percent (5%) of the principal balance then outstanding, with interest, advanced under paragraph 7 to protect the rights of the Lender in the event of non-payment of the principal or interest or any other amounts and agreements under this Security Instrument and the Note. The principal amount of the Note, the interest thereon, the fees and all other amounts and agreements under this Security Instrument and the Note, shall be paid to 1st Federal Savings & Loan Association of Westchester, Illinois, for the following described property located in DuPage County, Illinois:

LOT 1 IN ROPPOLO BROTHERS SUBDIVISION OF THE NORTH 1/2 OF BLOCK B IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO ARLINGTON HEIGHTS FARM, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE PUBLIC HIGHWAY AND WEST OF THE EAST 944.83 FEET OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS - PERMANENT INDEX NO. 03-31-301-074

92395639

DEBT OF RECORDED \$22.00
TOTAL 100-2113-06-04292 15-11-00
\$22.00 X 1 = \$22.00
BOOK NUMBER 2 REORDER

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which has the address of 3708 WILKE, ROLING MEADOWS, Illinois 60088-2871 (Primary Address).

TOGETHER WITH all the rights, title, now or hereafter existing in the Property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All the Leases and Powers of attorney, now or hereafter existing. And all the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS I, John Doe, do hereby covenant and agree that I will defend and protect the Lender in respect of all claims, demands, suits, actions, causes of action, debts, obligations, expenses, costs, damages, losses, and expenses (including reasonable attorney's fees) which may be made against me or my estate, heirs, executors, administrators, successors, assigns, or personal representatives by reason of my having granted to the Lender a mortgage, assignment, or other interest in the Property, and that the Lender may exercise all rights and options available to it under the terms of the Note and this Deed of Trust without notice to me, and I will defend generally the Lender to the Property against all claims, demands, suits, actions, causes of action, debts, obligations, expenses, costs, damages, losses, and expenses (including reasonable attorney's fees).

THIS SECURITY INFORMATION CONTAINS A FINGERPRINT LOCATED IN THE BOTTOM CENTER OF THE PAGE WHICH IS USED FOR IDENTIFICATION AND VERIFICATION PURPOSES.

UNIFORM CONTINUED FRACTION ALGORITHM FOR THE EXPONENTIAL FUNCTION

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** The Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note at the rate or rates set forth in Paragraph 2.

2. Funds for Taxes and Insurance. The Borrower shall pay taxes and insurance premiums on the security instrument as and when due, and shall pay any amounts payable by the Borrower to the lender in connection therewith, or for any other purpose, at any time, at any sum, payable by the Borrower to the lender, in accordance with the terms of the security instrument. These items are called "Escrow Items." Lender may, at any time, require the Borrower to deposit the amount of the escrow items into the escrow account. The lender for a federally related mortgage loan may require the Borrower to deposit the amount of the escrow items into the escrow account from time to time. 12 U.S.C. Section 203(h) provides that a lender may require the depositor of escrow funds to pay interest on them, at any time collected and held by the lender, at an annual rate of interest not greater than the greater of (i) the rate of interest charged by the lender on the basis of current data and reasonable estimates of interest rates and rates of inflation, or (ii) the rate of interest charged by the lender on the date of collection.

The Funds shall be entitled at all times to receive top-ups and to defer a further deferral until the date of the next meeting of the members of the underlying London, if London is such an established place of assembly as referred to in Article 1(1) of the Convention on the Organization of Securities Markets, or to any other place where the meetings of the Fund are held and the application of the rules of the Fund is not impeded by the holding and applying of the rules of the place where the meetings of the Fund are held, or to any other place where the Fund has its principal office or place of business, or to any other place where the Fund has an interest in the Fund, and applicable in particular to the Fund's assets and liabilities, top-ups and deferrals, shall be made in accordance with the following principles:

(a) no independent remuneration may be paid to the Fund or to any of its members, officers, employees or agents for the performance of services rendered by them to the Fund, except for expenses incurred by each person on the Fund's behalf and to be reimbursed by the Fund, provided that the Fund may, notwithstanding the above, without charge, make up an amount accounting of the Fund's assets and liabilities to the Fund, and the Fund may add to the Fund's assets and liabilities.

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Parting of any part of the Property, or the conveyance or transfer of a part of the Property, shall be paid to Lender.

10. Condemnation The proceeds of any award or decree for damages, except as otherwise provided in this instrument, in consequence of condemnation or other legal action by the State or any political subdivision thereof, shall be paid to the lessee.

8. Mortgagage Insurance It is agreed that the mortgagage insurance shall be provided by the security instrument. Borrower shall pay the premiums required to insure the loan against loss resulting from damage to the property or any reason. It is further agreed that the mortgagage insurance premium shall be paid by the borrower as a second item of financing the loan secured by the security instrument.

Revolving Note. The Note will be paid off in monthly installments of principal and interest at the Note Rate and shall be payable, with interest accrued thereon, on the first day of each month, commencing on January 1, 2010, until the date of dissolution or until all the Note is paid off.

7. Protection of Lender's Rights in the Property. It is understood that the security interests and assignments contained in this Security Agreement shall be held by the Lender as bailee for the benefit of the Secured Parties.

Companies which did the best were those which had a strong product offering and the best distribution network. Secondly, companies which had more aggressive marketing and sales strategies also performed well.

Under the Law and the regulations of the State of New York, any application for a franchise or a license to do business in New York must be filed with the appropriate state agency. The application must include a detailed description of the proposed business, financial information, and other relevant information required by law.

5. **Hazard or Property Insurance** The Company shall have the right to require the Insured to maintain hazard or property insurance on all buildings, structures, equipment, fixtures, machinery, vehicles, and other property owned by the Insured, located on the premises, and to name the Company as an additional insured under such policies. The premium for such insurance shall be paid by the Insured.

Both parties shall promptly, but in no event later than 120 days following the date of the final payment, furnish to the other party a statement of all amounts due under this Agreement.

over the Secretary's signature, and shall be countersigned by the Comptroller or his/her designee. Such a copy of the original instrument shall be forwarded to the Secretary of State for filing.

design, and detail to any type of glassware or glass art piece.

If the Funds need to be held by a particular individual, the requirements pertaining to the transfer of funds shall be observed to Borrower for the excess funds which have been paid out in advance.

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BIWEEKLY PAYMENT RIDER

(Fixed Rate)-Uniform Convention

This BIWEEKLY PAYMENT RIDER is dated the 29th day of May, 1992, and is incorporated fully and shall be deemed to amend and supplement the Multistate Fixed Rate Uniform Convention Note and Deed of Trust dated May 29, 1992, of the same date, executed by the Borrower to secure the Note, the Deed of Trust to FEDERAL HOME LOAN BANK AND WESTERN (the "Lender") of the same date, and covering the property described in the Security instrument herein referred to.

STATE OF ILLINOIS, COUNTY OF COOK, REC'D. MAY 29, 1992
Society of Cook County
Property Auditor

ADDITIONAL COVENANTS - I, AMEE SCANIAN, agree to the covenants and agreements made in the original instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for biweekly payments to be paid as follows:

B. PAYMENTS

(A) Time and Place of Payments

I will pay principal in biweekly installments (hereinafter called "biweekly payments"), beginning on June 11, 1992. I will make the biweekly payments to the Society of Cook County, at the place of business of the person in whose name I may be charged and my other charges described below that I may owe under this Note. My biweekly payments will be applied in the following order for the payment of my debt under this Note: (a) interest accrued on the unpaid balance which accrued prior to the date of this Note; (b)

I will make my biweekly payments to the LENDER, 1000 N. KELLOGG AVENUE, SUITE 1900, CHICAGO, ILLINOIS 60610, WESTCHESTER WOODS, AT A PLACE AND TIME AS REQUIRED BY THE LENDER.

(B) Amount of Biweekly Payments

My biweekly payments will be \$1,000.00.

(C) Manner of Payment

My biweekly payments will be cash or cashier's check, payable to the Lender, or with the holder of the Note, or with a different entity specified by the Noteholder. At my option, and without increasing my payment, the Lender may defer each biweekly payment on the date it is due, understanding that the Noteholder may demand that the Lender pay me, and if I do not, the amount of my biweekly payment from the account to pay the Noteholder for my biweekly payment on the date it is due, until I have paid all amounts owed under the Note.

C. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Society of Cook County, does hereby state:

(1) The words "Biweekly Payments" and "Biweekly Payment Rider" appearing

above in Uniform Convention Note, Deed of Trust and this Note, and the words "one-twelfth" are changed to "one twenty-sixth."

By SIGNING BELOW, I, AMEE SCANIAN, agree to the terms and conditions contained in this Biweekly Payment Rider.

Damee Scanian

(Signature)
AMEE SCANIAN, Borrower

Encl. 1000 N. Kellogg Ave., Suite 1900

(Seal)
AMEE SCANIAN, Borrower

June 29, 1992

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Property of Cook County Clerk's Office

¹⁰ See also the discussion of the effect of capital gains tax on the market value of property in the previous section.

If the Project is not completed by the date specified in the Agreement, the Projector may, before he makes an award or settles a claim for damages, demand that the Projector pay him the sum due under the Agreement, and the Projector shall be obliged to deduct and apply the proceeds, at its option, from his award to the Projector, and to pay the balance to the Projector, whether or not then due.

11. Borrower Not Released Forbearance By Lender Not a Waiver. Notwithstanding the foregoing, if the Lender waives its right to accelerate the due date of amortization of the loans secured by this security interest, or fails to take other action to protect its interest in the collateral, the original Borrower or any co-borrower or any successor in interest or to refuse to extend the term of payment of the principal amount of the notes so held by the Lender, notwithstanding any demand made by the Lender, shall not be deemed to have thereby released the original Borrower from its obligations under this Note, except to the extent that such failure to act on the part of the Lender may be deemed to be a waiver of or a release from the obligation of the original Borrower to pay the principal amount of the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Facility Instrument shall bind and benefit the successors and assigns of the Borrower and its permitted Subsidiaries, including the persons mentioned in paragraph 17. Borrower, Co-signer, and Co-signatory shall remain obligated to the Facility Instrument even though it may be modified, amended or restated from time to time by the parties hereto. Co-signer by the foregoing, does not warrant that the co-signatory will remain a party to the Facility Instrument for the entire term of the Facility, but may agree to extend the term for such period as the parties may determine, subject to the approval of the Facility Agent and Borrower's consent.

13. Loan Charges. The interest rate charged on the principal amount of the loan will be determined by the law of the state or territory where the property is located and that law is fully interpreted so that the interest rates charged on loans made by the permitted bank, then, can vary from time to time and the amount of interest charged on the principal amount of the loan, already collected from Blawhaw which exceeded the maximum permitted amount, will be deducted from the principal amount of the loan before the principal amount is reduced by reducing the principal amount under the terms of the loan agreement. The interest rates charged on the principal amount of the loan will be fixed at a particular percentage without any adjustment charges being made.

14. Notices All notices, demands, requests, or other communications required or permitted by these Terms and Conditions shall be in writing and shall be delivered personally, by facsimile, by e-mail, by certified mail, by registered mail, by return receipt mail, by express delivery service, or by electronic mail, to the address of the party to whom such notice, demand, request, or other communication is directed, or to such other address as such party may designate in writing from time to time.

15. Governing Law; Severability. The validity and construction of this Agreement shall be determined by the laws of the State of California. All the Property described in this Agreement is located in the State of California. Any provision of this Agreement which is held to be invalid or unenforceable shall not affect other provisions of this Agreement, and the invalid or unenforceable provision will be replaced by a valid and enforceable provision which reflects the intent of the parties. The parties to this Agreement have resided in California for at least one year prior to the execution of this Agreement, and the president of this Security Instrument is a resident of California.

17. Transfer of the Property or a Beneficial Interest in Borrower. The interest of the parties or any other beneficial interest or transformed right of participation in the property of Borrower may be transferred by the joint written command. Lender may, at its

¹See, for example, the discussion of the "right to privacy" in the Supreme Court's decision in *Griswold v. Connecticut*, 381 U.S. 479 (1965), and the discussion of the "right to life" in the Supreme Court's decision in *Roe v. Wade*, 410 U.S. 113 (1973).

Count
I further declare that I have been given 30 days from the date the notice is served to pay the amount due and to furnish fees to pay those expenses of the suit, and if I do not pay the amount due and the expenses of the suit within 30 days from the date the notice is served, I will remain liable to the plaintiff for all further interest or demand on the debt.

18. Borrower's Right to Remodel. The Borrower shall have the right to make changes to the property or fixtures at any time during the term of the Note and/or the PPSA. If the Borrower removes or replaces any part of the security instrument, the Borrower shall provide the Lender with a copy of the new dated or replaced copy of the security instrument and the Lender shall accept the new security instrument and the Note as if it appears on the new dated or replaced copy of the security instrument. The Borrower shall remain obligated to pay the principal amount of the Note and interest thereon until the Note is paid in full, notwithstanding the removal or replacing the Security instrument and the Lender shall not be required to accept the new security instrument unless the Borrower has provided the Lender with a copy of the new dated or replaced copy of the security instrument and the Note as if it appears on the new dated or replaced copy of the security instrument. The Lender shall not be liable for any loss or expense incurred by the Borrower as a result of the removal or replacing of the security instrument.

19. Sale of Note; Change of Loan Servicer. Notwithstanding anything to the contrary contained herein, the Company may sell or otherwise dispose of its interest in the Note to any third party in whole or in part at any time prior to the due date of the Note, provided that such sale or other disposition does not violate any applicable law. The Company will give notice to the Borrower of any such sale or other disposition of all or a portion of the Note at least 30 days prior to the date of such sale or other disposition. The Company will also furnish any information concerning the new servicer to the Borrower.

20. Hazardous Substances The party or parties shall not bring, store, handle, use, treat, dispose of, or otherwise manage any hazardous substances, except as specifically permitted by law.

Because of the difficulty of defining what constitutes a "regulated entity," the SEC has issued a proposed rule that would allow it to regulate any entity that is engaged in a financial transaction that creates a risk to investors or the financial system.

During the next few days, the author will be in contact with the relevant authorities to determine the exact cause of the accident.

With the present system of government, the people are not represented in the legislature, and therefore have no voice in the making of laws.

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 that does not cure such breach within 14 days after receipt of notice from Lender (unless applicable law provides otherwise). The notice

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

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Property of Cook County Clerk's Office

By _____	day of _____	19____
Residing at _____		
Given under my hand and affixed seal this		
My Commission expires _____		
Notary Public State of _____		
NANCY A. OGDEN		
NOTARY PUBLIC STATE OF ILLINOIS		

On this day before me, the 1st day of April, in the year of our Lord One Thousand Nine Hundred and Sixty-Eight, I, DANIEL J. SCANLAN and AMEE SCANLAN HIS WIFE, to me known to be the individual's described and do hereby acknowledge and sign this Mortgage as being free and voluntary act and

INDIVIDUAL ACKNOWLEDGMENT

EDWARD A. MASTRA

This Mortgage prepared by x

AMEE SCANLAN-BODROWER
(Signature)

DANIEL J. SCANLAN-BODROWER
(Signature)

BY SIGNING BELOW, I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED ON THIS DOCUMENT AND IN ANY ADDENDA(S) EXCLUDED BY

22. Release. Upon payment in full of all amounts due, the Secured party shall release this Security instrument to the Clerk.
23. Waiver of Homestead. I, as an attorney for the record, give my consent and agreement that the execution of this Security instrument, the recording and registration of this instrument, or any other action taken by the Clerk in connection therewith, shall not constitute a waiver of my homestead rights.
24. Headers to this Security instrument. I, as an attorney for the record, give my consent and agreement that the execution of this Security instrument, the recording and registration of this instrument, or any other action taken by the Clerk in connection therewith, shall not constitute a waiver of my homestead rights.
- Second, I understand and agree that if I fail to make timely payments on the debt secured by this instrument, the Secured party may exercise any right or power it has under law or the terms of this instrument to foreclose on the property or otherwise realize its security interest in this instrument.
- Third, I understand and agree that if I fail to make timely payments on the debt secured by this instrument, the Secured party may exercise any right or power it has under law or the terms of this instrument to foreclose on the property or otherwise realize its security interest in this instrument.
4. Other (Specify) _____

remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.