

UNOFFICIAL COPY

93466329

This instrument was prepared by:

Peter C. Rolewicz.....
(Name)
9226 S. Commercial Ave.
(Address)
Chicago, IL 60617

MORTGAGE

THIS MORTGAGE is made this 27th day of May 1993, between the Mortgagor, MIGUEL CASANOVA and ENERINA CASANOVA, his wife (herein "Borrower"), and the Mortgagee, ROYAL SAVINGS BANK, a corporation organized and existing under the laws of ILLINOIS, whose address is 9226 South Commercial Avenue, Chicago, Illinois, 60617 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of, FIFTY THOUSAND and 00/100ths-- Dollars, which indebtedness is evidenced by Borrower's note dated May 27, 1993 (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 1, 2003 the terms, conditions and provisions of which said Note are hereby incorporated herein by reference and made a part hereof as if fully set forth herein.

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:

Lots Thirty Five (35) and Thirty Six (36) in Block Eleven (11) in Burnham, a Subdivision of that Part of Section Six (6) Township Thirty Six (36) North, Range Fifteen (15) East of the Third Principal Meridian, North and East of River in Cook County, Illinois.

93466329

A. T. G. F.
BOX 370

DEPT-01
\$4444 TRAN 1143 06/18/93 09:21:00
\$0804 *-93-466329
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY

Peter C. Rolewicz
9226 Commercial Avenue
Chicago, Illinois 60617

which has the address of 14024 Burnham
Illinois 60633 (herein "Property Address"); Permanent Tax ID No:
(Street) (City)
(State and Zip Code) 30-06-207-046-000 Vol. 220

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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6. Preservation and Maintenance of Property; Leases; Conditional Liens; Franchises; Contracts; Committal Waste or Permit Impairment or Detrimental Action of the Property shall keep the Property in Good repair and shall not commit waste or permit impairment or detriment of the Property and shall comply with the provisions of any lease if this Mortagage is on a leasehold. If this Mortagage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of condominium or planned unit development, and shall cooperate with the condominium documents of this Mortagage in any lease if this Mortagage is on a leasehold. If this Mortagage is on a unit in a condominium or planned unit development, Borrower shall cooperate with this Mortagage in any lease if this Mortagage is on a leasehold.

of the same or similar nature as those described in this instrument.

The Property Lender and Borrower agree in writing, insurance proceeds shall be applied to repair or replacement of the damaged property, provided such condition of 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 lost, the Property Lender and Borrower shall negotiate a plan of repair or replacement which will be acceptable to the insurance company.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals hereof and Borrower shall promptly furnish to Lender all notices and receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender shall make proof of loss if not made promptly.

that provided under paragraph 2 hereof or, if not paid in such manner, by payment making payment, which due, directly to the
Pension Fund, by the pensioner's employer, in accordance with the manner provided under paragraph 2 hereof.

3. **Losses due to hazards.** Contaminated premises may keep up the impurity of their products for a long time after the hazard has been removed. Such losses may be covered by the sum insured.

Application of Payment Law. Unless applicable law provides otherwise, all payments received by Lender under the Note and payment of interest thereon shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 1 and 2 of the Note to exercise its right to foreclose on the Note, then to the principal of the Note, and then to interest and

If the amount of the Funds held by Lender, together with the future moneys remittances or payments prior to the due date of taxes, assessments, premiums and ground rents, shall exceed the amount required to pay taxes, assessments, premiums, and ground rents as they fall due, such excess shall be 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, premiums and ground rents as they fall due, Lender shall pay to Borrower any amount necessary to make up the deficiency within 10 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

2. **Pounds for Taxes and Insurance.** Subscribers to applicable laws will be liable to a written warning by Sender, Borrower shall pay to Lender on the day monthly installments of principal and interest at a rate per annum under the Note, until the Note is paid in full.

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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 sum 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. Notices. 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 (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. 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.

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.

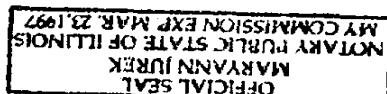
19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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Loan #3329-1

MAIL TO ROYAL SAVINGS BANK
9226 COMMERCIAL AVENUE
CHICAGO, ILLINOIS 60617.

(Space Below This Line Reserved For Lender and Recorder)



My Commission graphics:

43/2 May 1993 day of month

Act Four.

I, the undersigned,
1. a Notary Public in and for said County and State,
do hereby certify that MIGUEL CASANOVA and FERNANDA CASANOVA, his wife
..... personally known to me to be the same person(s) whose name(s) are
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
..... signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein
..... specified.

SUMMARY

STATE OF ILLINOIS

ENEDINA CASANOVA

:ss Ájuno.)

do hereby certify that MIGUEL CASANOVA and FERNANDA CASANOVA, his wife

MIGUEL CASANOVA
BONOMI
ENGETINA CASANOVA
Gendarmerie Casanova

[IN WITNESS WHEREOF, Horowitz has executed this Message.]

33. **Waters of the Mississippi.** Borrower hereby waives all right of homestead exemption in the property.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances, such Future Advances, with interest accrued thereon, shall be secured by this Mortgage; may indebtencies secured by this Mortgage, not including amounts advanced in accordance therewith to protect the principal amount of this Mortgage; and upon default of the Note Plus \$5.00.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recording, and a release fee to Lender.

prior to entry of a judgment concerning this Mortgagee's liability; (a) Borrower pays Lender all sums which would be then due under this Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Borrower and cure by Borrower, this Note and notes securing Future Advances, if any, had no acceleration occurred; (d) Borrower makes such action as Lender may reasonably require to assume this Mortgage shall continue unimpeded. Upon such payment and cure by Borrower, this Note and notes securing Future Advances, excepted hereby shall remain in full force and effect as in the Property and Borrower's obligation to pay the same assumed by this Mortgage shall continue unimpeded. Upon such payment and cure by Borrower, this Note and notes securing Future Advances, excepted hereby shall remain in full force and effect as in the Property and Borrower's obligation to pay the same assumed by this Mortgage shall continue unimpeded.