

UNOFFICIAL COPY

0000010961

COOK COUNTY
ILLINOIS
RECORDING DEPARTMENT

93509925

02 PM - 2 APRIL 1993

93509925

BOX 555-32

This instrument prepared by
and should be returned to:

(Please Above This Line For Recording Date)

MORTGAGE

JAMES P. RENZI
MORTGAGE MANAGEMENT SYSTEMS, INC.
1901 NORMAN AVENUE, SUITE 310
CHICAGO, ILLINOIS 60611

33
JN

THIS MORTGAGE ("Security Instrument") is given on **JUNE 30, 1993** by **ELVIRA ROMERO AND VINCENZO PIRELLI, NEVER HAVING BEEN MARRIED AND
ROBERTA E. ROMERO, AN UNMARRIED FEMALE, NEVER HAVING BEEN MARRIED**

The mortgagor is

("Borrower"). This Security Instrument is given to

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**

("Lender"). Borrower owes Lender the principal sum of **SEVENTY FIVE THOUSAND & 00/100**

Dollars (U.S. \$ **75,000.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JULY 1, 2023**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

93509925

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

For further information concerning this instrument, contact:
REAL ESTATE SALES, INC., #1-2, 26-17-320-078

which has the address of **3723, EAST 113TH STREET, CHICAGO
ILLINOIS 60617** ("Property Address")

(Street, City).

(Zip Code)

ILLINOIS - Single Family - Female Mac/Freddie Mac UNIFORM INSTRUMENT

© 1993 F.M.I.C. Inc. All rights reserved. UFM MORTGAGE FORMS • (810)888-6100 • (800)881-7381

Page 1 of 4

Form 3014 9/90
Amended 8/91
Initials *[Signature]*

333

UNOFFICIAL COPY

CONFIDENTIAL

0958525

CONFIDENTIAL

of the members are likely to turn to the FBI for help if they feel threatened.

Secondly, however, Leader may find himself in a difficult position if he has to turn over the names of his members to the FBI or other federal agencies. If he does turn them over, it will be to the FBI or other federal agencies to determine whether or not to prosecute. The FBI has no authority to prosecute individuals or organizations for acts of violence. All such crimes must be referred to state or local law enforcement agencies for trial.

Secondly, under present laws, Leader may be subject to criminal prosecution if he has violated any of the requirements of the RICO statute. The FBI may also have to turn over the names of his members to the FBI or other federal agencies for trial. The FBI has no authority to prosecute individuals or organizations for acts of violence. All such crimes must be referred to state or local law enforcement agencies for trial.

Thirdly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Fourthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Fifthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Sixthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Seventhly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Eighthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Ninthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Tenthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Eleventhly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Twelfthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Thirteenthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Fourteenthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Fifteenthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Sixteenthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Seventeenthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

Eighteenthly, if Leader fails to pay his dues, he may be subject to disciplinary action by the FBI or other federal agencies.

0958525
0958525

UNOFFICIAL COPY

0000810967

6. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

shall be calculated as the difference between the amount of the loss and the amount of the loss reserve.

Any premium paid by Borrower to Lender for the purpose of maintaining the insurance coverage required by Lender

under this paragraph 8 shall be retained by Lender as part of the principal balance of the Note.

Form 8014-A/06

Initials: 

925-00925

Initials: 

UNOFFICIAL COPY

Page 4 of 4

11. **Conveyancing Law** (overleaf). This Security Instrument shall be governed by federal law and the law of the state where it is delivered.

12. **Power of Attorney**. To the extent the provisions of this Security Instrument and the Notes are declared to contravene or conflict with applicable law, such conflicts shall be ruled out prior to the conveyance of this Security Interest and the Notes which can be avoided.

13. **Waiver of Jury Trial**. The parties agree that any provision of this Security Interest and the Notes which purports to waive any right to a trial by jury will be void.

14. **Notices**. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the party addressed to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or by any other address Lender designates by notice to Borrower. Any notice provided for in this Security Interest and the Notes shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Borrower, if a named trustee, the trustee will be bound to a strict interpretation without regard to preparation charges. Lender may choose to make this rule by reducing the principal owed under the Note or by making a direct payment to Borrower. Payment made under this rule will be reduced to Borrower, principal amount collected plus interest accrued less principal until, less: (a) any such loan charge that is reduced by the amount necessary to reduce the charge to the rate less than the rate less than the principalized interest, less; (b) any such loan charge collected or to be collected in connection with the loan and less than is reasonably necessary to fund the interest or to be collected in connection with the loan changes.

15. **Laws Change**. If the laws described by this Security Interest is subject to a law which creates substantial changes which may accommodate such regard to the terms of this Security Interest or the Note without this Borrower's consent. Borrower, however, in the Property under the terms of this Security Interest: (a) is not personally obligated to pay the same amount that does not exceed the Note; (b) is co-signing this Security Interest only to孟ign, jointly, furnish and convey this instrument but does not exceed the Note; (c) agrees that Lender and any other Borrower may agree to extend, modify, extend or renew the note or any accommodation with regard to the Note without this Borrower's consent.

16. **Borrower and Assignee Board**; Joint and Several Liability. The convenants and agreements of this Security Interest shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Interest and the laws of the state in which the Note was executed.

In addition, any assignments by Lender in effecting any right or remedy shall not be a waiver of or prejudice the interests of any co-signer, endorser or assignee in writing, any application of proceeds to principal shall not extend to proceedings by the Security Interest, whether or not due.

If the Property is held and by Borrower, either to reformation or repayment of the Note or to the sum received to be the Security Interest, whether or not due.

17. **Waiver of Notice**. Lender shall be liable for failing to give notice to Borrower, either to respond to a claim for damages or to make a demand for payment.

18. **Condemnation**. The proceeds of any award or claim for damages in lieu of condemnation, are hereby settled and compensation of other rights of any part of the Property, or for conveyances in lieu of condemnation, shall be paid to Lender.

19. **Improvements**. Lender is to agree many more improvements when Borrower and Lender otherwise agrees to the same, including, but not limited to, expenditures to maintain property, taxes, insurance premiums, interest, or costs of any kind for the improvement of the Property, Lender shall give notice of such to Lender.

20. **Improvements**. Lender is to agree many more improvements when Borrower and Lender otherwise agrees to the same, including, but not limited to, expenditures to maintain property, taxes, insurance premiums, interest, or costs of any kind for the improvement of the Property, Lender shall give notice of such to Lender.

92500925

00000810967

UNOFFICIAL COPY

0000810967

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall be as unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note or Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

02509925

UNOFFICIAL COPY

My Commission begins 10/22/93
and ends 8/31/2000
Nancy P. Hull, State of Illinois
Marieen Yandell
OFFICIAL SEAL.

Page 5 of 6

AMOL, IL 60103

This instrument was prepared by:

My Commission Begins

Given under my hand and official seal, the 30th day of October, 1993, for the uses and purposes hereinabove specified to the foregoing instrument, appended before me this day in person, and acknowledged that thereby he personally known to me to be the true person(s) whose name(s)

Marieen Yandell, State of Illinois, MARIEEN YANDELL AND
STATAN MCKEEAN AN ASSOCIATED STORE, MARIEEN YANDELL AND
"NANCY HULL TAKES THESE NAMES AND

Carey as

STATE OF ILLINOIS

Borrower
(Sign)

Borrower
(Sign)

MARIEEN Y. YANDELL

Borrower
(Sign)

Borrower
(Sign)

Borrower
(Sign)

1-1 Family Rider

MARIEEN Y. YANDELL

- Check applicable boxes (a)
- 1-1 Family Rider
Conditional Rider
Affirmative Rider
Qualified Professional Rider
Family Partnership Rider
Second Home Rider
Business Improvement Rider
Other(s) (specify)

- V.A. Rider
Student Rider
Qualified Professional Rider
Family Partnership Rider
Second Home Rider

24. All riders to this security instrument, if one or more riders are executed by Borrower and recorded together with the security instrument, all documents and agreements of each such rider shall be incorporated into and shall amend and supersede the documents and agreements of this security instrument as of the rider(s) name a part of this security instrument.

9350925
0000810967

UNOFFICIAL COPY



Mall Suite 2100
One First National Plaza
Chicago, Illinois 60670
Telephone: (312) 732-4000

LOAN # 0000810967
3723 EAST 112TH STREET
CHICAGO, IL 60617

LEGAL DESCRIPTION RIDER

LOT 520 (EXCEPT THE WEST 36 FEET THEREOF) IN P.J. LEWIS SOUTH EASTERN DEVELOPMENT, BEING A SUBDIVISION IN THE WEST 1/3 AND IN THE NORTHEAST 1/4 OF SECTION 17, AND THE SOUTHEAST 1/4 OF SECTION 18, ALL IN TOWNSHIP 37 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REAL PROPERTY TAX I.D. #: 26-17-330-078

93509925

UNOFFICIAL COPY

COOK COUNTY CLERK

Property of Cook County Clerk's Office

250000028