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MORTGAGE

This instrument was prepared by:
EILEEN M. COLE
(Name)
OLYMPIA FIELDS, IL 60461
(Address)

THIS MORTGAGE is made this	20TH day of _	JULY, 1993	betw	een the Mortgagor,
PATRICK J. MASINO AND K		HIS WIFE		• •
(herein "Barrower"), and the Mortgages,		DERAL TRUST & S		OLYMPIA FIELDS
a corporation organized and existing unde		d States of America, w	hose address is	
21'10 SOUTH WESTE OLYMAIN FIELDS, I	RN AVENUE LLINOIS 6	0461		(herein "Lender").
WHEREAS, Be, toyler is indebte	d to Lender in the prin	ocipal sum of		
EIGHTY-FIVE THOUSAND AND 00/ Dollars, which indebtedness is avvianced provided for monthly installments of propagatile on AUDICT ACT 2002	100 by Borrower's note da incipal and interest, w	ted JULY 20	TH 1993	— (herein "Note"), poner paid, due and
AUGUST 1ST, 2003),			
TO SECURE to Lender (a) the ment of all other sums, with interest this the performance of the covenants and ag with interest thereon, made to Borrowe does hereby mortgage, grant and convey County of	rreor, advanced in acc reen ents of Borrower I r by languer pursuant	ordance herewith to present contained, and () to paragraph 21 hereo	rotect the security of b) the repayment of a f (herein "Future Ad	this Mortgage, and
State of COOK ILLINOIS	4			
OF THE SOUTH 660 FEET OF TH OF SECTION 1, TOWNSHIP 35 N	E EAST 1/2 OF L ORTH, RANGE 13,	OT 1 IN THE NOR!	THEAST 1/4	
MERIDIAN, IN COOK COUNTY, I	LLINOIS.	$^{\prime}O_{\times}$	DEPT-01 RECORDI	NG \$27.50
		C/	T\$0000 TRAN 29	32 07/30/93 03147100 93598773
		(0)	COOK COUNTY	
PERM TAX ID # 31-01-218-006	-0000		Ox	
PROPERTY ADDRESS: 633 PER FLOSSMOO	TH AYENUE DR, YE 60422			93;
which has the address of 633 PER	TH AVENUE		ELOSSMOOR (C/T)	9359877
ILLINOIS 60422			(City)	77
(State and Zip Code)	(herein "Propei	ty Address");		မ
TOCETHER with all the improve	amanta nomi as basast	ter erested on the sec-	and all accessor	an alaban annium

FOGETHER 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 lessehold estate if this Mortgage is on a lessehold) 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, essements 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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ent enforcing this Mortgage II: (a) Borrower pays Lender all sums which

prior to entry of a judgment enforcing this Mortgage it: (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.

bereof 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.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage.

Borrower shall pay all costs of recordation, if any, and any release fee in effect at that time.

23. Walver of the greaterd. Borrower hereby waives all right of homestead exemption in the Property.

In WITNESS WHERE DE Borrower has executed this Mortgage.
The provide
The formation
—Borrower
Kaien J. Masino
Borrower
STATE OF ILLINOIS,
I, EILEEN M. COLC, a Notary Public in and for said county and state,
do hereby certify that PATRICK J. MASINO AND KAREN Y. MASINO 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 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 20TH day of JULY, 19. 93.
My Commission expires: 03/01/14
"OFFICIAL SEAL" EILEEN M. COLE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 03/09/94

. (Space Selow This Line Reserved For Lender and Recorder)



MAIL TO FINANCIAL FEDERAL TRUST & SAVINGS BANK 1401 N. LARKIN AVE. JOLIET, IL 60435 UNOFFICIAL COPY.

UNIFORM COVENANTA Burrower and Londor covenant and agree as follows:

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 Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law 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 promium installments for hazard insurance, plus one-twelfth of yearly promium installments for mortgage insurance, if 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 Londer to make such a charge. Borrower and Londer 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 Funds showing credits and debits to the Funds and the purpose for which debit to the Funds was made. The Funds 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 psyable prior to the due dates of taxes, assessments, insurance promiums and ground reats, shall exceed the amount required to pay said taxes, assessmen's, resurance premiums and ground rants as they full due, such excess shall be, at Borrower's option, either promptly repaid to Lorrower 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 conder any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lander to Borrows—serienting payment thereof
Upon payment in 5.10 all sums secured by this Mortgage, Londor shall promptly refund to Borrower any Funds held
by Londer. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Londer, Londor shall
apply, no later than immediately prior to the sale of the Property or its acquisition by Londor, any Funds held by Londor
at the time of application as a could against the same secured by this Mortgage.

3. Application of Payments Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Londer first in payment of amounts payable to Londer by Borrower under paragraph 2 hereof, then to into cert psyable on the Note, then to the principal of the Note, and then to interest and

principal on any Fature Advances.

4. Churges; Lions. Rorrower shall pay p" taxes, 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 on if not paid in such manner, by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly firm in to Londor all nations of amounts due under this paragraph, and in the event Borrower shall make payment directly. Harrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which bus orierity over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Londor, or shall in 2004 faith contest such lien by, or defend enforcement of such

lion in, legal proceedings which operate to prevent the enfortement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now exhiting or hereafter erected on the Property insured against loss by fire, incards included within the form 'ex-caded coverage', and such other havards as Lender may require and in such amounts and for such periods as Lander may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage require; to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by the grown subject to approval by Lender; provided,

that such approval shall not be unreasonably withhold. All promiums in insurance policies shall be paid in the manner provided ander paragraph 2 hereofor, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptal to to Londer and shall include a standard mortgage clause in favor of and in form acceptable to Londer Londer shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Londer all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor. Londor 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, provided such restoration or repair is economically feasible and the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mor-gaye, with the excess, if any, paid to Horrower. If the Property is abundaned by Borrower, or If Borrower fails to respond to Linde; within 30 days from the date notice is mailed by Lunder to Borrower that the insurance carrier offers to settle a claim, or insurance benefits, Londer is authorized to collect and apply the insurance proceeds at Lander's option either to resterning or repair of the Property or to the sums secured by this Mortgage.

Unless Londer and Borrower otherwise agree in writing, any such application of proceeds to princip A shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change are amount of such installments. If under paragraph 18 hereof the Property is acquired by Londer, 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 Londer to the extent of the sums secured by this Mertgage immediately prior to such sale

or acquisition.

6. Preservation and Maintenance of Property: Leascholds; 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 ionse if this Mortgage is on a leasehold. If this Mortgage is on a unit in a combininum or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condeminium 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 amond and supplement the covenante and agreements of this Mortgage

as if the rider were a part hereof. 7. Protection of Lander's Security, if Borrower fails to perform the covenants and agreements contained in this Martgage, or if any action or proceeding is communed which materially affects Lendor's interest in the Property, including, but not limited to, eminent domain, insolvency, cade enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Horrower, may make such appearances, disburse such sums and take such action as is necessary to protect Londor's interest, including, but not limited to, disbursement of reasonable attorney's fees 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 terminates in accordance with Borrower's and 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.

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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 abundaned 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 t'e 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 do dote of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

10. Borrower No. Faleased. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage greater, by Lender to any successor in interest of Borrower shall not operate to release, in any manuer, 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 Mortgree by reason of any demand made by the original Borrower and Borrower's successors in

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder. or otherwise afforded by applicable law, hell not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the paymen, of taxes or other liens or charges by Lender shall not be a waiver of Lender's

right to accelerate the maturity of the indebeniness 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 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 hind, and the rights hereunder shall ir are to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All commants 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. Notice. Except for any notice required under a plicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by maining such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may it signate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt 'equested, 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 giver in the manner designated herein.

16. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by juried ction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the principlication in which the Property is located. In the event that any provision or clause of this Mortgage or the Note condicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given encounterful 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 Nov 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 said 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 househol? 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 lear shold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the ams secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or trunsfer, 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 Martiage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this para, with 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 Lander exercises such option to accelerate, Lander 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, Londor 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 data, 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