

UNOFFICIAL COPY

RETURN TO BOX 43

93110279

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 29**,
19 93. The mortgagor is **SAULOS A. CANINO, JR. AND DONNA CANINO**, ("Borrower"). This Security Instrument is given to **PRAIRIE BANK AND TRUST COMPANY**, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is ("Lender").
Borrower owes Lender the principal sum of **TWENTY-FIVE THOUSAND AND 00/100*******, Dollars (U.S. \$ **25,000.00**). 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 **FEBRUARY 15, 2000**. 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:

LOT 26 IN BLOCK 4 IN WALTER G. MC INTOSH'S OAK PARK AVENUE ADDITION
A SUBDIVISION OF THE NORTH 3/4 (EXCEPT THE SOUTH 20 ACRES THEREOF)
OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N. 16 30 403 023

DEPT-D1 RECORDING

\$31.00

RECEIVED, SERV. T#6664 TRAN 7381 02/10/93 14:16:00
\$380.00 --93-110279
COOK COUNTY RECORDER

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(so that a single step) can be used.

NAME	TRAILER
ADDRESS	CITY
CITY	STATE
<input type="checkbox"/> FOR RECORDS INDEX PURCHASE <input type="checkbox"/> DIRECT STREET ADDRESS OF AGENT <input type="checkbox"/> DISCRETE PROPERTY LISTING	
<input type="checkbox"/> ANNUAL TERM PREMIUM ONE <input type="checkbox"/> THREE YEARS <input type="checkbox"/> FIVE YEARS <input type="checkbox"/> TEN YEARS	
<input type="checkbox"/> OR	
<input type="checkbox"/> NSSTRUCTIONS	

Proposed Name		My Commission Number
Eduard H. Wolski		00000000000000000000000000000000
FLORENCE H. WOLSKI		NOTARY PUBLIC, STATE OF ILLINOIS
OFFICIAL SEAL		MY COMMISSION EXPIRES 9/27/96

Given under my hand and official seal, this 29th day of January 1893.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

... personally known to me to be the same person (s) whose name (s) are

SALVADOR GARCIA JR. AND DANA CAMPION do hereby certify that

STATE OF ILLINOIS. County of McHenry

15000 Below The Line For Accounting Automation

DONNA CHINTO T's

Social Security Number 352-46-7194

Digitized by srujanika@gmail.com

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in my rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Graduated Payment Rider
 - Premium Unit Development Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Whole Life Rider

24. **Holders of the Security Instruments.** If one or more of these orders are executed by Borrower and recorded together with the Security Instruments, the coverings and agreements of each such order shall be incorporated into and shall constitute a part of this Security Instrument and supplement the coverings and agreements of this Security Instrument as if the order(s) were a part of this Security Instrument.

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UNIFORM COVRNANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **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.

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21. **Access granted; Remedies; Right to sue for non-delivery** If a Borrower's agreement of any commitment or application law provides otherwise, (a) the notice shall specify: (a) the date prior to acceptance under Paragraph 17 which of any commitment in this Security instrument is available to sue for non-delivery; (b) the date the notice shall specify; (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, in accordance with this Security instrument, forecloses by judicial proceeding and sale of the Property. The notice of the sums accrued by this Security instrument, forecloses 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 recover pre-default interest or any other deficiency or any legal expenses, if the default is not cured. It shall further inform Borrower of the right to receive a copy of the documents and the right to inspect the documents.

22. **Keeper** Unless payment of all sums accrued by this Security instrument is available to sue for non-delivery, (a) the notice shall specify: (a) the date the notice shall specify; (b) the date the notice is given to Borrower; (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, in accordance with this Security instrument, forecloses by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to receive a copy of the documents and the right to inspect the documents.

23. **Waiver of forum selected; Borrower's right of non-delivery excepted in the Property** Notwithstanding anything contained in this Security instrument, Borrower shall pay any non-delivery compensation in the Property.

19. Sale of Note: ("Change of Loan Servicer"; "the note of a party) in respect in the note (together with units specifically instrumented) may be sold and/or more times without 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. The note may be one of more changes of the Loan Servicer under the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 4 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. Hazards Subsidence, Borrower shall not cause or permit the practice, 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

use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate

use, or violation of any Environmental law. The preceding two subsections shall not apply to the presence

of the property that is in violation of the property, Borrower shall not do, nor allow anyone else to do, anything affecting

use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate

If Lender exercises his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 of Borrower.

18. Borrower's Right to Remedy. 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 for such other period as applicable law may specify for reinstatement; (b) entry of a judgment enforcing this Security instrument; (c) payment of all sums which then would be due under this Security instrument had the Note as if no acceleration had occurred; (d) curtailment of any other covenants or agreements; (e) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's fees; and (f) takes such action as Lender may reasonably require to assist him in the collection of this Security instrument.

19. Remedies. In the case of acceleration under paragraph 17,

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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 extraordinary 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 required 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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16. Borrower's Copy. Borrower shall be given one countermarked copy of the Note and of this Security Instrument.
17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the property or any
interest in or sold or transferred or in a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

13. **Environmental Law Security**. This Security instrument shall be governed by federal law and the law of the state in which the property is located; in the event that any provision of this Security instrument or the Note contradicts any applicable law, such conflict shall not affect other provisions of this Security instrument or the Note.

(3). **Loan Charges.** If the loan received by this Security Institution is subject to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest on older loan charges will be called for in consequence of a change, and that law is fairly interpreted by this Security Institution, it will be treated as if it pertained to the new law under the Note.

Unlikely, I under no circumstances referred to in writing, any application of proceeds to payment of such payments or of possible the date of the underlying payments referred to in paragraphs 1 and 2 or change the amount of such payments.

In the event of a total taking of the land under the title of the Property, the proceeds shall be applied to the sum secured by this Security instrument, whether or not there is any excess paid to Borrower. In the event of a partial taking of the Property in which the net market value of the Property before the taking is equal to or greater than the amount of the sum secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced by the amount of the proceeds unliquidated by the following fractions according to the following amounts paid by the security instrument divided by (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the net market value of the Property before the taking is less than the sum secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument shall be reduced by the amount of the proceeds unliquidated by the following fractions according to the following amounts paid by the security instrument divided by (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market value of the Property before the taking.

9. **Impediment.** Under or its agents may make reasonable entries upon and inspect premises of the Proprietor. Landlord shall give Borrower notice at the time of or prior to an inspection specifically cause for the inspection.

10. **Cause of Action.** The proceeds of any award or claim for damages arising out of noncompliance, in connection with any continuation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be held by Landlord to cover