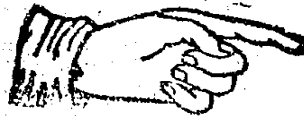


UNOFFICIAL COPY

Account No. 117-364280

This instrument was prepared by:

MAIL TO



~~First Union Home Equity Corp.~~
(Name)
1301 West 22nd St. Ste 108
~~Oakbrook, IL 60521~~
(Address)

93196973

MORTGAGE

THIS MORTGAGE is made this 15th day of March 1993, between the Mortgagor, Jacob E. Marino and Mary Ann Marino as joint tenants (herein "Borrower"), whose address is 16815 S. Oak Park Ave., Tinley Park, IL 60477 and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is ONS-14 Charlotte, NC 28288 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 41,500.00, which indebtedness is evidenced by Borrower's Note dated March 15th, 1993 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 15, 2008;

TO SECURE to Lender 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois:

LOT 21 IN BLOCK 2 IN PARKSIDE BEING A SUBDIVISION OF THE NORTH EAST QUARTER (EXCEPT THE SOUTH 330 FEET OF THE WEST 330 FEET THEREOF) OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93196973

DEPT-01 RECORDING \$27.50
T36666 TRAN 9056 03/16/93 15:55:00
\$7183 \$ *93-196973
COOK COUNTY RECORDER

which has the address of 16815 S. Oak Park Ave, Tinley Park IL 60477
(Street) (City) (State) (Zip Code)

(herein "Property Address") and Permanent Parcel Number 28-30-203-004;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

Equity Title
415 N. LaSalle
#402
Chicago, IL 60610
EC 135 607

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will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. **Legislation.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Jacob F. Marino (SEAL)
Borrower
Jacob F. Marino

Mary Ann Marino (SEAL)
Borrower
Mary Ann Marino

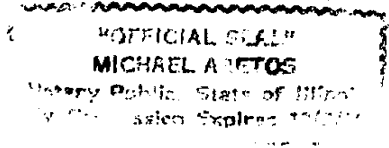
STATE OF Illinois Cook County ss:

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jacob F. and Mary Ann Marino, personally known to me to be the same person(s) whose name(s) all subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as such free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of March 19 93.

Michael Aretos
Notary Public

My Commission Expires
10-2-94



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