Reform 70: BANK OF SPRINGHELD

93382560

P. O. BOX 19301 --- | Near Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 30, 1993 DOUGLAS GAROFALO and CHRISTINE M. GAROFALO, AS JOINT TENANTS

This Security Instrument is given to BANK OF SPRINGFIELD

and existing under the law of the State of Illinois, and whose address is 2600 STEVENSON DRI ("Lender"). Borrower owes Lai APRINGFIELD, IL \$27.03

the principal sum of ONE HUNDRED NINETY-FOUR THOUSAND AND NO/100

Dollars (U.S. 2194, 000, 00). This debt is evidenced by Borrower's note dated the same of as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and pays os JUNE 1, 2023 . The Socurity Instrument secures to Londor: (a) the repayment of the debt evidenced the Note, with interest, and all renewals, excess as and mixifications of the Note; (b) the payment of all other sums, interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrows covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortages grant and convey to Lander the following described projectly located in COOK

LOT 3 (EXCEPT PART OF LOT 3 LYING MAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 19 IN THE SUBDIVISION BY OGDEN AND OTHERS OF SECTION 19, TOWNSHIP 40 WORTH, range 14 East of the Third Principal Meriutan, (except the south east 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4) IN COOK COUNTY INLINOIS.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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PIN: 14-19-224-022

which has the address of 3752 NORTH ASHLAND AVE

Illack 60613

("Property Address");

TOOBIHER WITH all the improvements now or hereafter crected on the property, and all casements, appurtedances, i fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this society instrument All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortan grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Bergende and will defend generally the title to the Property against all claims and domands, subject to any encumbrances of report.

ILLINGOIS-Ringle Family-Fatate Mac/Preddle Mac UNIFORM INSTRUMENT

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्र १८ क्षेत्रकार अस्ति कार्यक्ष इत्राह्माच्या सम्बद्धाः

का के जार के का अपने का किया है। कि कि की की की की and the part of the

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Londor coverent and signed 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 propayment and late charges due under the Note.

2. Funds for Tame and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lendar on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly takes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments or ground rents on the Property, if any; (a) 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 Londer, in accordance with the one of paragraph 8, in lieu of the payment of mortgage insurance premiums. These keess are called "Eacrow Items." Leader may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a leader for a federally related mortgage loan may require for Borrower's escrow account under the federal Rual Estate Settlement Procedures Act of 1974 as amended from the time, 12 U.S.C. \$ 2601 ot seq. ("RESPA"), unless another law that applies to the Punds sets a lesser amount. If so, London way, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punda due on the basis of current data and reasonable estimates of expenditures of future Escrovliems 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) with any Federal Home Loss Bank. Lender shall apply the Punds to pay the Bacrow lisms. Londer may not charge Borrower for holding and applying the Punds, annually analyzing the escrew account, or verifying the Bacrow Items, unless Londor pays Borrowel interest on the Punds and applicable law permits Lender to make such a charge. However, Londor may require Borrower to pay a making charge for an independent real entate tax reporting service used by Leader in someoction with this loan, unless applicable by 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 Pauds. Borrower and Londer may agree in writing, however, that interest shall be juid on the Punds. Londer shall give to Borrower, without charge, an annual accounting of the Punda, showing credits and debits to the Punda and the purpose for which each debit to the Punda

was made. The Punds are plodged as additional accurity for all sums accured by this Security Instrument.

If the Punds hald by Lender exceed the amounts permitted to be seld by applicable law, Lender shall account to Borrower for the excess Punds in accordance with the requirements of applicable law. If the amount of the Punds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Purcewer in writing, and, in such case Borrower shall pay to Lander the amount necessary to make up the deficiency. Borrows: 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 precaptly refund to Borrower any Junds held by Lender. If, under paragraph 21, Lander shall acquire or sell the Property, Lander, prior to the acquisition or sale of the Property, shall apply any Pands held by Lender at the time of acquisition or sale as a credit mainst the sums secured by this

3. Appliention of Payments. Unless applicable law provides otherwise, all payments received to lander under paragraphs. 4.2 shall be applied; first, to any propayment charges due under the Note; second, to amounts payable under paragraph 2; ird, to literest due; fourth, to principal due; and last, to any late charges due under the Note.

The A. Charges; Liene. Burrower shall pey all taxes, assessments, charges, fines and impunitions attributed to the Property a may uttain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those intions 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 Leader rectipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Escurity Lastrament unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a manner acceptable to Londer; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the tien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Leader determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Leader 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.

8. Hannel 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 'entended 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 Londer requires. The insurance carrier providing the insurance shall be chosen by Bofrower subject to Londor's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Londor may, at Londor's option, obtain coverage to protect Londor'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 climits. 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.

Londor 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 sconomically 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 stime secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower shandons the Property, or does not account within 30 days a notice from Lender that the insurance carrier has offered to astife a claim; then Lender may collect the insurance proceeds. Lander may use the proceeds to repair or restore the Property of to pay stime secured by this Security Fait amount, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and parties agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the resultily payments referred to in paragraphs 1 and 2 or change the amount of the physicals. If under paragraph 21 the Property are quired by Leader, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the argulation shall pass to Leader 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 Berrower's Lane Application: Loneshells. 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 unressensibly withheld, or unless extonualing circumstances exist which are beyond flur mor's control. Borrower shall not destroy, damage of impair the Property, allow the Property to deteriorate, or commit wasty on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in furtheurs in the Property or otherwise materially impair the lien created by this Security Instrument or Londor's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be disinlessed with a fulling that, in Landor's good faith determination, precludes forfeiture of the disrower's interest in the Property or other material impairment of the lies created by this Security Instrument or Lender's security interest. Borrower shall also be to default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Leader (or falled to provide Lender with any meterial information) in consection with the loan evidenced by the Note, including but not limited to, representations concerning Burrower's occupancy of the Property as a principal realizations. If this Society Instrument is no a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequires me title to the Property, the leasthold and the fee title shall not merge unless Londer agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covariants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), their 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 our content of the Property to make repairs. Although Londer may take action under this paragraph 7, Lender doos not have to do so.

Any amounts disbursed by Lorder under this paragraph 7 shall become additional debt of Borrower accured by this Security Instrument. Unless Borrower and Lender agree to other forms 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 Landor required mortgage insurance as a condition of making the inan secured by this Security Instrument, Borrower shall pay the premising required to maintain the mortgage insurance in effect. If, for any region, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premising 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 insurance insurance coverage is not available, Borrower shall pay to Lender each mortgage insurance coverage is not available, Borrower shall pay to Lender each mortgage insurance premium being paid by Borrower when the insurance coverage latited or obtain to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss faithful the shall be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance.

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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.

9. Inspection. Londor or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower action at the time of or prior to an inspection specifying reasonable cause for the inspection.

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Loader.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any success paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is loss than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument: whether or not the sums are then due.

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's fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, it its option, either to restoration or repair of the Property or to the sums accured

by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of presceeds 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 such payments.

If. Berewer Not Released: Forbearance by Lander Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument erapted by Lender to any successor in interest of Borrower should not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to release for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any descind made by the original Borrower or Borrower's successors in interest. Any forbearance by Londer in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successore and Assigns Bound; Joint and Several Liability: Co-mark. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any dorrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not parameter to extend, modify, forteer or make any accommodations with regard to the terms of this Security Instrument or the Note without to a Porrower's consent.

13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sees maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan snowed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lander. Any notice to Lander shall be given by first class mail to Lender's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security

Instrument shall be deemed to have been given to Borrower or Lander when given as provided in this paragraph.

15. Governing Law, Severability. This Socurity Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Socurity Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be assurable.

16. Berrewer'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 Burrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums accured by this Sheighty Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal less as of the line because the Security Instrument.

If Lender exercises this option, Lender shall give Berrower 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 involve any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Berrower'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 oft (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 Lapder all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curtically default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys hed; and (d) takes such action as Lender may reasonably require to assure that the lies of this Security Instrument, Lender's yields in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Person reinstatement by Borrower, this Security Instrument and the obligations section had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17;

19. Sale of Note: 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 price action to Borrower. A sale may result in a change in the eatity (known as the "Loan Servicer") that collects monthly payments of a under the Note and this Security Instrument. There also may be one 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 paragraph 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, not 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 causes and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, or mand, lawsuit or other action by any of governmental or regulatory agency or private party involving the Property and any Hazardota Substance or Environmental Link 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, Forrower 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 toole or exacardous substances: gasoline, kerosene, other flacemable or toole provideum products, toole pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radiosotive attained 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; Remedier. 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 indees 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; paid; (d) that falling 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 proceding 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 foretheave. 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 superage incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterages' feet and exets of title evidence.

without charge to Borrower. Borrower sha 23. Walver of Homestend. Borrower 24. Ridors to this Scourity Instrume Security Instrument, the covenants and	ims secured by this Security Instrument, Lender shall release this Security Instrument ill pay any recordation costs. waives all right of homestead exemption in the Property. at. If one on more riders are executed by Borrower and recorded together with this agreements of each such rider shall be incorporated into and shall amend and of this Security Instrument. ,
Adjustable Rats Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planacd Unit Development Rider Rate Improvement Rider Second Home Rider
BY SIGNING P21 OW, Borrower act in any rider(s) executed by Borrower and re	copts and agrees to the terms and covenants contained in this Security Instrument and security its trument and
Witnesses:	Douglas GAROFALO 121 52 1268 Borrower Social Security Number
······································	Social Security Number Danuful (Seal) CHRISTINE N. GAROFALO Social Security Number 35/-58-6/62 [Space () This Line For Astronomy (Seal)
STATE OF ILLINOIS,	County m: Chrishan
4 Renec Macke	Notary Public in and for said county and state, do hereby
artifytha Donglas Ga	referre and Ehnestike M harotale
	ally known to me to be the same person(s) whose name(s) 🧠 🗺
subscribed to the foregoing instrument, app	cared before me this day in person, and selsowledged that Hery
signed and delivered the said instrument s	is the uses and purposes therein set.
forth,	

Given under my hand and official soal, this

My Commission expires:

"OFFICIAL BEAL"
RENEE MACKE
HOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/29/96

30 day of April 193 Vince Macke