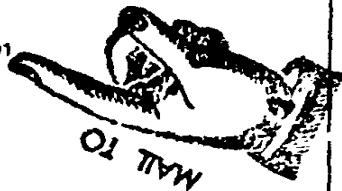


UNOFFICIAL COPY

WHEN RECORDED MAIL TO:

1st FEDERAL SAVINGS & LOAN ASSOCIATION OF
WESTCHESTER
2121 S. MANNHEIM RD
WESTCHESTER, IL 60154-4391



94673131

DEPT-01 RECORDING \$27.50
140000 TRAH 2833 07/29/94 15:57:00
44578 + C.J. *-94-673131
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

Loan No. 11698-12

THIS MORTGAGE ("Security Instrument") is given on June 30, 1994. The mortgagor is ANGELO A. CADUTO and DOROTHY L. CADUTO, HIS WIFE ("Borrower"). This Security Instrument is given to 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing under the laws of the United States of America and whose address is 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 ("Lender"). Borrower owes Lender the principal sum of Sixty Two Thousand & 00/100 Dollars (U.S. \$62,000.00). 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, 2024. 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:

THE EAST HALF OF THE VACATED ALLEY LYING WEST AND ADJOINING LOT 26 IN BLOCK 4 IN KOMAREK'S WEST 22ND STREET THIRD ADDITION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NO. 15-28-104-022

94673131

which has the address of 2226 4TH AVENUE, NORTH RIVERSIDE, Illinois 60546-1210 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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 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 leasehold 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. Section 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

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Securing of any part of the Property, or for conveyancing in lieu of compensation, as a ready assignd and shall be paid to Lender.

8. **Inpection.** Landlord or his agent may make reasonable inspections upon and at intervals of time prior to an inspection period. Landlord shall give prior written notice to the other party.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured as if this Security Instrument existed.

2. **Protection of Leverage** - The right to require payment of debts before maturity.

Company with all the provisions of the lease. If Borrower acquires less fee title to the Property, the lessor shall not merge unless Lender

monthly payments referred to in Paragraphs 3 and 2 of clause 2 of the Debenture. If under Paragraph 21 the Property is acquired by Lender to pay off debts or losses and proceeds of such property prior to the acquisition shall pass to Lender to the extent of any loss.

which may attain priority over this Security Interest in instrument, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item or take an
action of the actions set forth above within 10 days of the giving of notice.

In, legal proceedings which in the Leenders's opinion operate to prevent the enforcement of the loan or (c) securies from the holder of the loan to the lender substituting the lender for the debtor.

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) consents in good faith the lien by, or demands against enforcement of the lien

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.

over his Security Instruments; and leasesheld payments of ground rents, if any. Borrower shall pay these obligations in the manner provided over his Security Instruments; and leasesheld payments of ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach prior to any late charges due under the Note.

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.

Banker shall make up the deficiency in no more than twelve monthly payments, all Lenders sole discretion.

According to the requirements of applicable law, if the amount of the funds held by Escrow Intermediary under any time is not sufficient to pay the Escrow Intermediary's fees or expenses when due, Escrow Intermediary may so notify Borrower in writing, and, in such case Borrower shall pay to Escrow Intermediary the amount necessary to make up the deficiency.

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 pledged as additional security for all sums secured by this Security Instrument.

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The jurisdiction where the property is located shall relate to health, safety or environmental protection.

the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Notice of Any Default to Lender if Borrower becomes aware of any material breach by Borrower of any provision of this Agreement or any other agreement between Borrower and Lender.

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 that would violate the requirements of any Environmental Laws, regulations, or permits applicable to normal industrial uses of the Property.

This is a copy of the loan application that was submitted to the Lender. It is the responsibility of the Borrower to make sure all information is correct and complete.

more than 100 miles without prior notice to Borrower. A safe deposit box may be used to store changes of the Loan Note, and such box must be located in a safe at the Lender's office or at a depository bank. The Note may be changed by the Lender at any time during the term of the Note.

of this Security Instrument, Lenders' rights to foreclose on the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this right to reinstate shall not apply in the event Security Instrument has been filed under Paragraph 17.

of the Property pursuant to any Power of Sale contained in this Security Instrument"; x (b) entry of a judgment enjoining this Security Instrument; or (c) entry of a suit to rescind the transfer of title to the property by the debtor.

sums paid to the expressman of this Period, Lender may invoke any remedy permitted by this Security instrument without further notice or demand on Borrower.

18. Borrower's Right to Resistate. 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 later period as applicable) after my specific for reinstatement before sale

option, require immediate payment in full of all sums secured or this Security Instrument. However, this option shall not be exercised by Lender if exercise is demanded by Debtor in full of all sums secured or this Security Instrument. However, this option shall not be exercised by Lender if exercise is demanded by Debtor in full of all sums secured or this Security Instrument. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may pay all sums secured by this Security Instrument. If Borrower fails to pay these sums within such period, 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 may pay all sums secured by this Security Instrument. If Borrower fails to pay these sums within such period, Lender shall give Borrower notice of acceleration.

Security Instrument and the Note are declared to be "available".
16. Borrower shall be given one (1) informed copy of the Note and of this Security Instrument.

provided in this Paragraph.

15. Governing law; Severability. This Security 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 of this Security instrument or the Note conflicts with the applicable law, such conflict shall not affect other provisions of this Security instrument or the Note without the conflicting provision. To the extent that the provisions of this

14. Notice. Any notice provided for in the Security Instrument shall be given by registered or certified mail to Lender at the address set forth in the Note or such other address as Lender may designate in writing.

Borrower which exceeds such a reduced charge shall be refunded to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any such loan charge permitted by the charge to the original principal.

Personally liable to pay the sums secured by his security instrument; and (c) any holder of a negotiable instrument who has been defrauded by another party.

12. Successors and Assigns Bound; joint and several liability; co-signer; the provisions of this document may affect my rights as a creditor.

resilience to withstand a range of challenges, including political instability, economic fluctuations, and natural disasters. The resilience of a system is often measured by its capacity to maintain its essential functions even in the face of significant stressors.

monthly payments referred to in Paragraphs 1 and 2 of change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of certain damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, all its option, either to restore or repair of the Property or to sell the same secured by this Security instrument, whether or not then due.

immediately before the leasing. Any balance shall be paid to Borrower. In the event of a partial taking of the property before the date of maturity, 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.

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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] _____

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

Witnesses:

Raymond C. Colwell

ANGELO A. CADUTO-BR.TOWER

Bethel C. Geddes

REBOUTIX L. GABRIEL-BORDWELL

This Mortgage prepared by: EDWARD A. MATUGA, ATTORNEY AT LAW
2121 S. MANHEIM RD.
WESTCHESTER, IL. 60154

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
188
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared ANGELO A. CADUTO and DOROTHY L. CADUTO, HIS WIFE, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of January 1964.

By John P. Reilly Residing at 3200 S. Paulina, "1000" Chicago, Ill.

Notary Public In and for the State of Illinois

Residing at 5200 S. 67th Avenue, Phoenix, Arizona

Residing at 52005 W. 10th Street, Toledo, Ohio

My commission expires July 5, 1995

Notary Public In and for the State of

OFFICIAL SEAL
JOHN R. BUCKLEY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRED JULY 3, 1975