

This instrument was prepared by *St. Paul Federal Bank*
and Return to: *6700 W. North Ave*
(Chicago, Ill 60635) **UNOFFICIAL COPY**



LOAN NO. 011373482

MORTGAGE (Corporate Trustee) 91994677

1 of 1 CK
94004752

THIS MORTGAGE is made this 4th day of November, 1994 between the Mortgagor
FIRST NATIONAL BANK OF EVERGREEN PARK----- a corporation
organized and existing under the laws of THE STATE OF ILLINOIS-----
(herein "Borrower"), not personally but solely as Trustee under a Trust Agreement dated 11/25/75 and
known as Trust No 990288, and the Mortgagee, St. Paul Federal Bank For Savings, a corporation organized and
existing under the laws of the United States of America, whose address is 8700 W. North Avenue, Chicago, Illinois 60635
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$25,000.00 which
indebtedness is evidenced by Borrower's note dated _____ and extensions and renewals thereof (herein
"Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid,
due and payable on JANUARY 01, 2001

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 _____, State
of Illinois:

-----COOK-----
DEPT-01 RECORDING \$31.50
T#9999 TRAN 6274 11/25/94 11:36:00
44993 DW # -94-994677
COOK COUNTY RECORDER

LOT 21 IN BICK 1 IN HAMBURG, BEING GEMR'S SUBDIVISION OF
BLOCKS 23 AND 24 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N. #17-33-303-034

ATI TITLE COMPANY
One Translan Plaza Drive, Suite 500
Oakbrook Terrace, IL 60181

91994677

which has the address of,
(herein "Property Address"): 3524 S WALLACE CHICAGO IL 60609

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 tenement outlot if this Mortgage is on a leasehold) are hereinafter
referred to 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 covenants
that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to
encumbrances of record.

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1. Payment of Principal and Interest. Borrower and Lender covenant and agree as follows:

1.1 Borrower shall promptly pay to Lender, on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (from Funds) equal to one-half of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which are levied over this Mortgage and ground rents on the Property, if any, plus one-half of yearly premium installments for hazard insurance, plus one-half of yearly premium 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. Borrower shall not be obligated to make such payments of principal and interest to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

1.2 If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposit or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender will apply the Funds to pay said taxes, assessments, mortgage premiums and ground rents, and apply the Funds, after analyzing and accounting for any taxes, assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender 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 the Funds to Borrower or to make or applicable law requires such interest to be paid. Lender shall not be required to pay the Funds to Borrower or to make or applicable law requires such interest to be paid. 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 the sums secured by this Mortgage.

1.3 The amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, mortgage premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, mortgage premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on a monthly basis until the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, mortgage premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

1.4 Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 1.2 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than ten (10) days prior to the sale of the property or the acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

3. Prior Mortgages and Deeds or Trusts; Charges; Liens; Liabilities. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's obligations to make payments when due. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and household payments or ground rents, if any.

4. Hazard 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 such other hazards as Lender may require and in such amount and for such periods as Lender may require.

5. The insurance carrier providing the insurance shall be chosen by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

6. 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.

7. Unless Lender and Borrower otherwise agree in writing, Lender's procedures 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 is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Lender fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to sell a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the 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 due date of the monthly payments referred to in paragraphs 1 and 2 hereof, or change the amount of such payments. If under paragraph 7 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to the sums secured by this Mortgage shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

8. Preservation and Maintenance of Property; Leaseholds; 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 laws or ordinances which apply to the Property, including condominium or co-ownership or planned unit development. Borrower shall perform all of Borrower's obligations under the deed, declaration or covenants or planned unit development, and constituent documents.

9. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such apparatus, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender requires 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.

10. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

11. 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.

12. 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

13. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, 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 Mortgage. Lender may, at any time, demand that the original Borrower and Borrower's successors in interest pay to Lender the sums secured by this Mortgage.

14. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, 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 Mortgage. Lender may, at any time, demand that the original Borrower and Borrower's successors in interest pay to Lender the sums secured by this Mortgage.

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11. **Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the obligations hereunder shall be jointly and severally of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All obligations and covenants of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) in co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail 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 given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household 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 leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 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 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 18 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, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 nonexistence 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.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

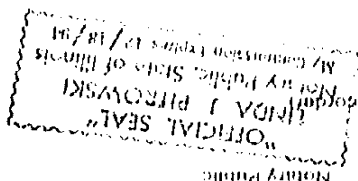
21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

22. **Land Trust Mortgage.** This Mortgage is executed by the aforementioned Borrower, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said Borrower personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein contained all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely by enforcement of the terms and provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any other person executing said Note.

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Property of Cook County Clerk's Office



Given under my hand and Notarial Seal, this _____ day of _____, 19 96

I, the undersigned, a Notary Public, and for the County and State aforesaid, DO HEREBY CERTIFY THAT the undersigned and Joseph G. Fanel, Sr., Vice President and Trust Officer of Flat National Bank of Evanston, Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sec. Vice President and Trust Officer, Trust Officer and Trust Officer, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of borrower, as Trust Officer, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereunto affixed.

STATE OF ILLINOIS
COUNTY OF COOK

ATTEST: *Anna J. Pitrowski*
Notary Public, State of Illinois

BY: *Anna J. Pitrowski*
Notary Public, State of Illinois

IN WITNESS WHEREOF, the borrower, as Trustee, as aforesaid and not personally has caused this Mortgage to be signed by its Sec. Vice President and Trust Officer, Trust Officer and Trust Officer, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of borrower, as Trust Officer, for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereunto affixed.

CORPORATE SEAL

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.

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

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LOAN RIDER

LOAN NUMBER: 011373482
DATE:

THIS RIDER is incorporated into and made a part of a certain Mortgage dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure an indebtedness of the undersigned; said Mortgage encumbers real property commonly described as:

3524 S WALLACE, CHICAGO IL 60609

- 1.) Borrower and Lender agree that notwithstanding anything contained in covenant 20 of the Mortgage, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's interest under the Mortgage, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER(S) has executed this RIDER.

Dated this 4th day of November 1994.

Martin A. Maggio
MARTIN A. MAGGIO - Borrower

Rosalie Maggio
ROSALIE MAGGIO - Borrower

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Loan No.: 011373482
Date: 11-4-94

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to St. Paul Federal Bank For Savings (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

3524 S WALLACE CHICAGO IL 60609
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. 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 Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 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 on Borrower.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

..... (Seal)
MARTIN A. MAGGIO (Borrower)
..... (Seal)
ROSALIE MAGGIO (Borrower)

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