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DN LOAN NO 01-AB73A-21

Mail This instrument was prepared by
to Mary M. Miller
Hoynes Savings Bank
4786 N. Milwaukee Avenue
Chicago, IL 60630

Box 297

94264740

MORTGAGE

This Mortgage ("Security Instrument") is given on... March 19th, 1994 The mortgagor is KAREN B. DELMONTICO, a spinster.

2700
2748

Borrower"). This Security Instrument is given to Hoyne Savings Bank, which is organized and existing under the laws of The State of Illinois, and whose address is 4786 N. Milwaukee Ave., Chicago, IL 60630 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100ths Dollars (U.S. \$20,000.00). 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 May 1, 2004. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 20 IN BLOCK 2 IN MAIN STREET AND CRAWFORD AVENUE "L" EXTENSION SUBDIVISION, A SUBDIVISION OF LOT 1 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22 WITH THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94 MAR 23 PM 1:30

94264740

REAL ESTATE TAX INDEX NO: 10-23-306-016

which has the address of ... 8342 N. Monticello..... Skokie.....
Illinois 60076..... ("Property Address"); Zip Code)

04264740

TOGETHER WITH all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and stock and all 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."

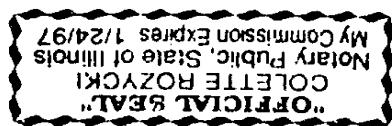
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims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

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The logo for Hoyne Savings Bank features the word "Hoyne" in a bold, black, sans-serif font, with "Savings" stacked directly below it. To the right of the text is a large, stylized, blocky letter "H" composed of several thick vertical and horizontal lines.



Notary Public

... I VIVE, under my hand and Notarial Seal, this 19th day of March, 1924.

the said instrument as **here** free and voluntary act, for the uses and purposes thereina set forth.

DO HEREBY CERTIFY that
KAREN B. DELMONICO, a Notary Public in and for said County, in the State aforesaid,
STATE OF ILLINOIS COOK COUNTY
ss

BARTON

BY SIGNING HEREIN, BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS SECURITY AGREEMENT.

22. WHETHER OR NOT SEPARATE BORROWER NAMES ARE NEEDED OR NORMALLY USED EXCEPT IN THE PROPERTY:
 23. RIDERS TO THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, IT IS ONE OF MORE RIDERS 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 PART OF THIS SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH THIS SECURITY INSTRUMENT, IT IS ONE OF MORE RIDERS 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 PART OF THIS SECURITY INSTRUMENT. [Check applicable boxes] 24. SECURITY INSTRUMENT. [Check applicable boxes]
 25. ADJUSTABLE RATE RIDER 26. CONDONATION RIDER 27. 2-4 FAMILY RIDER
 28. GRADUATED PAYMENT RIDER 29. PLANNED UNIT DEVELOPMENT RIDER
 30. OTHERS [Specify] *

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment personally served) shall be entitled to enter upon, take possession of and manage the Property and to judiciously apply funds received therefrom to satisfy upon, like possession of and management of the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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, fees, premiums on receivers bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument. Borrower shall pay recordation costs. Together with a release fee.

19. Acceleration: Remedies. Lender shall file 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the defect; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured; and (d) that failure to cure the defect on or before the date specified is given to Borrower, by whom the notice is given to Borrower, to remitable after acceleration, forceful seizure by judicial proceeding and acceleration of the sums secured by this Security Instrument, forceful seizure by judicial proceeding and acceleration of the sums secured by this Security Instrument, or further proceedings in the event of non-payment of the principal sum or interest or other amounts due hereunder.

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If Lender requires mortgage insurance as a condition for making the loan required by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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 excess paid to Borrower. In the event of a partial taking of the Property, 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. Any balance shall be paid to Borrower.

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 fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall 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 extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 Borrower 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 personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets 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 exceed 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. Lender 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as 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 or clause of this Security 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 severable.

16. Borrower'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 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.

18. Borrower'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 of: (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 Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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7. Protection of Lender's Rights in the Property: Mortgagor shall not mortgage unless Lender agrees to the merger in writing. and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the covenants and agreements contained in the Property; Mortgagor fails to perform the covenants and agreements contained in the Property; Mortgagor fails to pay sums secured by a lien which has priority over this property; although Lender may take action under this Paragraph 7, Lender does not have to make preparations. Although Lender may file a suit in court, paying reasonable attorney's fees and expenses on the property to secure rights in the property, Lender's actions may include paying any sums secured by a lien which has priority over this property.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is given as leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leaseholder

Unless Leender 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 19 the Property is acquired by Leender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall remain to the extent of the sums received by his Security instrument prior to the acquisition.

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 to repair or replace the Property or to repair the Property if the insurance company fails to do so within a reasonable time period. The 30-day period will begin when the notice is given.

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 not 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 there is any excess.

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 renewals. If Lender makes proof of loss if not made promptly by Borrower, to the insurance carrier and Lender, Lender may make payment of loss if not made promptly by Borrower.

3. Hazarded property shall keep the insurance company advised of any other hazards for which coverage is desired, "excepted coverage," and any other hazards for which coverage is desired.

(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 defers a payment or commencement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of any part of the lien; or (c) secures from the holder of the lien an agreement to defer the exercise of its right to foreclose or otherwise realize upon the lien.

(b) Agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender unless Borrower shall promptly discharge any lien which has priority over this Security Instrument or take one or more of the actions set forth above within 10 days of the giving of notice.

apply, no later than 30 calendar days prior to the sale of the Property or its Acquisition by Lender, Any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments when due, Lender shall receive 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 19 the Property is sold or acquired by Lender, Lender shall receive payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

The Funds are pledged as additional security for the sums secured by this instrument.

Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower unless such a charge is made or applied.

The Funds shall be held in an institution in which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items unless it charges fees comparable to the fees made by a charge which makes such a charge

equivalent to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimate of future escrow items.

1. Payment of Principal and Interest; Preparation 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.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS: