

9861048 **UNOFFICIAL COPY** 95520106
HOME SECURED LOAN SUBORDINATE MORTGAGE

Section: 489

Block: twmsp 41

Lot: 28

Prepared By:

Kurzman & Eisenberg
1 North Broadway
White Plains, NY 10601
914-285-9800

Jeff M Genovese
Sandra Genovese husband and wife

922 S Dunton
Arlington Hgts, IL 60005

Record & Return by Mail To:

KGF FEDERAL CREDIT UNION
250 NORTH STREET
WHITE PLAINS, NY 10625

. DEPT-01 RECORDING \$31.00
. T#0010 TRAN 2327 08/07/95 15:34:00
. #2921 + CJ *-95-520106
. COOK COUNTY RECORDER

. DEPT-10 PENALTY \$28.00

SUBORDINATE MORTGAGE

This mortgage is made on 7/25/95, between the Borrower and Credit Union.

DEFINITIONS

Agreement- means the Home Secured Loan Agreement (Note) signed by the Borrower in connection with this Mortgage.

Borrower or You- means each person who signs the Mortgage and Note.

Credit Union- means KGF FEDERAL CREDIT UNION
having a place of business at 250 NORTH STREET
WHITE PLAINS, NY 10625

Mortgage- this document will be called the Mortgage

Property- means the real property described in this Mortgage

The Borrower is: Jeff M Genovese
Sandra Genovese husband and wife

TRANSFER OF RIGHTS IN THE PROPERTY

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this Property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced by the Credit Union in connection with this agreement and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

Ten Thousand

and No/100 -----

(\$10,000.00)

The premises are or will be improved by a one or two family dwelling only.

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HOME SECURED LOAN SUBORDINATE MORTGAGE

PROPERTY BEING MORTGAGED

See Schedule "A" Attached

RIGHTS OF PRIOR MORTGAGES

The Credit Union's rights under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

First National Bank of Gainesville,
D/B/A The Mortgage Source

PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and any other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested at any time during the life of the loan.

TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may but shall not be required to, make the payments. The amount of these payments, shall be added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes as due, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

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Schedule A
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THE SOUTH 50 FEET OF LOT 29 IN N. A. CEPEK'S ARLINGTON HEIGHTS, A
SUBDIVISION OF PART OF SECTIONS 4 AND 9, TOWNSHIP 41 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PARTS OF SECTIONS 31 AND 32,
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 922 S DUNTON AVENUE
ARLINGTON HEIGHTS, IL
PERMANENT INDEX NUMBER: 03-32-317-022

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CARE OF THE PROPERTY

The Borrower will keep the Property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

SALE OR TRANSFER PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

- A) You engage in fraud or material misrepresentation in connection with the loan.
- B) You do not meet the repayment terms.
- C) Your action or inaction adversely affects the collateral or our rights in the collateral. For example, if:
 - 1) You become bankrupt or someone to whom you owe money sues you or tries to take your property by legal proceedings;
 - 2) You default on your payments to the first mortgage lienholder;
 - 3) You fail to pay all property taxes or other assessments when due;
 - 4) You take additional advances from the first mortgage lienholder without Credit Union consent;
 - 5) You sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed;
 - 6) You fail to maintain hazard insurance;
 - 7) You fail to maintain the property;
 - 8) If a tax lien, mechanic's lien, judgement lien, or lis pendens is filed against the Property;
 - 9) If a partition or condemnation action is begun against the Property.

APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorneys' fees, Court costs and disbursements incurred by the Credit Union.

RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

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ADDITIONAL SECURITY

See Rider Agreement if Applicable

NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to:

KGF FEDERAL CREDIT UNION

250 NORTH STREET

WHITE PLAINS NY 10625

or any other address the Borrower is notified of by the Credit Union.

CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

RECEIPT

The Borrower has received a completed copy of this Mortgage.

RELEASE

Upon payment of all sums secured by this Mortgage, the Mortgage shall be deemed satisfied and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

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HOME SECURED LOAN SUBORDINATE MORTGAGE

- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has
executed this mortgage

State of ILLINOIS

County of WILL

On the 28 day of JULY, 1995,
before me personally came

Jeff M Genovese
to me known to be the individual
described in and who executed the
foregoing instrument and who has
acknowledged executing this instrument.

Jeff M Genovese
Jeff M Genovese

2 WITNESSES REQUIRED

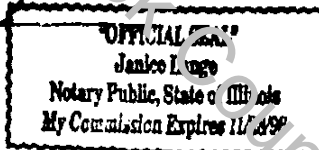
By: Harold H. Schein

(Print Name) HAROLD H. SCHEIN

By: Mona M. Cantone

(Print Name) MONA M. CANTONE

Janice Lange
Notary Public



IN WITNESS WHEREOF, borrower has
executed this mortgage

State of ILLINOIS

County of WILL

On the 28 day of JULY, 1995,
before me personally came

Sandra Genovese
to me known to be the individual
described in and who executed the
foregoing instrument and who has
acknowledged executing this instrument.

Sandra Genovese
Sandra Genovese

2 WITNESSES REQUIRED

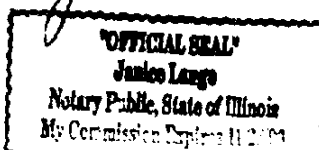
By: Harold H. Schein

(Print Name) HAROLD H. SCHEIN

By: Mona M. Cantone

(Print Name) MONA M. CANTONE

Janice Lange
Notary Public



- FOR RECORDING PURPOSES -

95520105

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