95614288

DEPT-01 RECORDING

431.50

COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MCRTGAGE ("Security Instrument") is given on SEPTEMBER 6, 1995
The mortgagor is ANTHONY SIMGRANI, JR. and DEBORAN A. CINGRANI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given

FIRST MATIONAL BANK OF EVERFREEN PARK
which is organized and existing under the favor of THE UNITED STATES OF AMERICA
4900 M. 95TH STREET, OAK LAWN, IL 60453

, and whose address i

County, Illinois

THE SOUTH 1/2 OF LOT 32 AND ALL OF LOT 31 IN BLOCK 8 IN P.G. BRIGGS AND COMPANY'S CRAWFORD GARDENS 3RD ADDITION, BEING A SUBDIVISION OF THE NORTH 60 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, WANSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1926 AS DOCUMENT 9,476,972, IN COOK COUNTY SELIMOIS.

PIN: 24-11-115-051

which has the address of

9629 SOUTH MILLARD AVENUE

EVERGREEN PARK

Diames

60805 (Zip Code) ("Property Address");

1.1 POCIOS - Sancto Francis - Parento Man/Produlto Mar L/NECOSM RUFFELMEN

\$ wire "Will" (\$4.08) Decid 500000112

(Page I of 6 pages)

From ADA 1970 But the state of the state of



TOGETHER WITH all the improvements now or hopester natived on the property, and all encounts, appartenances, 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 sessed of the estate hereby conveyed and has the right to stortgage, grant and convey the Property and that the Property is unencombered, except for encombrances of record Borrower warrants and will defend generally the title to the Property against all classes and demands, subject to any cocumbrances of record.

THIS SECURITY INSTRUMENT combines arisform 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; Propayment and Late Charges. Borrower shall promptly pay when due the principal of and saterest on the debt evidenced by the Note and any propayment and late charges due under the Note

2. Punds for Taxes and Insurance. Subject to applicable law or to a written warver by Lexier, Borrower shall pay to Lender on the (1) monthly payments are due under the Note, until the Note is paid in full, a min ("Funds") for (a) yearly taxes and assessment, which may attain priority over this Security Instrument as a lieu on the Property, (b) yearly leasthold payments or ground rents on the Property, if any; (c) yearly hazzad or property insurance premiums, (d) yearly flood insurance premisers. I my: (c) yearly mortgage insurance premisers, if my, and (f) any mens payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lies of the payment of mortgage insurance premisers. These items are called "Bacrow incress" Lender may, at any time, collect and hold Funds in at amount not to exceed the maximum amount is londer for a federally infrated mortgage from may require for Borrower's encrow account under the federal Real Battle Sutfement Procedures Act, A 1974 as amended from time to time, 12 U.S.C. \$2601 er seq. ("RESPA"), unless another law that applies to the Funds sets a factor amount for the amount not to discoul the fine sets and the federal formal and the fine sets and the sets and the sets and the fine sets and the s of expenditures of featre Escrow hems of exercise in accordance with applicable law

The Pends shall be held in an institution phone deposits are immed by a federal agency, instrumentality, or entity (including Lander, if Lander is such an institution) or in any Federal Hume Loss Book Lander shall apply the Funds to pay the Eacrow Items. Lender may not charge Borrow's for holding and applying the Funds, amountly analyzing the encrow account, or verifying the Eacrow Items, unless Leader pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge. However, Lender any sequire florrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with his loss, unless applicable law provides otherwise. Unless an agreement is saude or applicable law requires interest to be mid. Lender shall not be required to pay Borrower any interest or ngs on the Funds. Borrower and Lender may agree in writing, however, that uncrest 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 plyinged as additional accounty for all same secured by

this Security Instrument.
If the Punds held by Lender exceed the amounts permitted to be left by applicable law, Lender shall account to Burrower for the excess Funds in accordance with the requirements of applicate law. If the amount of the Funds held by Londer at any time is not sufficient to pay the Escrow hums when due, Londer may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the Acciency. Borrower shall make up the

deficiency in no more than twelve mouthly payments, at Leader's sole discretion.

Upon payment in full of all some secured by this Security Instrument, Londor and propagaty refund to Borrower any Funds held by Londor. If, under paragraph 21, Londor shall acquire or sell the Property, Londor, prior to the acquisition or sale of the Property, shall apply any Funds held by Londor at the time of acquisition or the at a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments engined by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note: second, to receives payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lieux. Borrower shall pay all taxes, assessments, charges, fines and impositions are considered in the Property which may attain priority over this Security Instrument, and leasehold payments or ground routs, if any. Borrower shall pay these obligations 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 Lender receipts evidencing

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) contests in good faith the lion by, or defends against enforcement of the lien in, legal proceedings which in the London's operate to prevent the enforcement of the lies; or (c) secures from the holder of the lies as agreement societiesory to Leader subordinating the lies to this Security instrument. If Lender determines that any part of the Property is subject to a lies which may attain princity over this Society Insurament, 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.

5. Handed 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

Fester 3014 9/96

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by florrower sal Lender's approval which shall not be unreasonably withheld. If Borrower field to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All impresses policies and renewals shall be acceptable to Lender and shall include a standard mortan shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lunder a of paid pressums and renewal notices. In the event of loss, Borrower shall give presupt notice to the insurance carrier a

Lender Lender may make proof of loss if not made promptly by Borrower.

Unions Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or supple of the Property damaged, if the restoration or repair is economically feasible and Londer's security is not lossessed. If the restoration or repair is not economically feasible or Lender's security would be lessened, the leasurance processly shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Burrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance contine has offered to secte a claim, then Lender may coffeet the insurance proceeds. Lender may use the proceeds to repair or real Property or to pay stems secured by this Security Instrument, whether or not then due. The 30-day partod will begin when the MAKE IN SIVER

Unicsa Lender and Borrower otherwise agree in writing, any application of proceeds to principal theil not extend or postpone the due date of the mountaily payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under peragraph 21 the treperty is acquired by Lender, Borrower's right to any insurance policies and process from damage to the Property prior to the acquisonors shall pass to Lender to the extent of the sums secured by this Security

instrument immediately prior to the ocquestion

- 6. Occupancy, Preserviste, Maintenauce and Pretection of the Property; Borrower's Lann Ap. Louishable. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days a the executary of the Security Instrume of shall continue to occupy the Property as Borrower's principal residu leasts one year after the date of occupancy, valent Lender otherwise agrees in writing, which counter that he unreasonably outlined, or unless externating circumstances exist which are beyond florrower's control. Borrower shall not destroy, damage or suspens the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower she be in default if any forfesture action or proceeding, orbither civil or criminal, is begun that in Londor's good faith jud could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Interested or Lender's security material Borrower may cute such a default of reinante, as provided in paragraph 18, by causing the autien or proceeding to be dismissed with a ruling that, in Lender' good faith determination, precludes forfaiture of the Borrower's asseress in the Property or other material impairment of the West created by this Society Instrument or Leader's society uncreas Borrower shall also be in default if Borrower, during the tran application process, gave materially false or imported information or statements to Lender (or failed to provide Lender with my material information) in connection with the loan evidenced by the Note, including, but not limited to, representations conversing Borrower's occupancy of the Property is a principal residence. If this Security Instrument is on a leasehold, Borrower buil comply with all the provisions of the lease. If Borrower acquires fee tale to the Property, the leasehold and the fee title shall not purpe unless Leader agrees to the storper IC WITCHE
- Protection of Londor's Rights in the Property. If Borrower fails of Strioms the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may supplied by affect Lander's rig Property (such as a proceeding in bankrupacy, probate, for condemnation or forfeiture or a exacte laws or regulati Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights to the Property. Lender's actions may include paying any sums secured by a hen which has priority over this security Instrument, appearing in court, paying reasonable anormeys' feen and emering on the Property to make repairs. Although Junder may tal under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Bury are secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these assource shall be at assent the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lander to Box over me

- Maragage Insurance. If Lender required moragage insurance as a condition of staking the inen secured by this Security featrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. W. for a reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, therrower shall pay it permuting 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 me superancially equivalent to the cost to normwell in the manufage insurance previously at some available, Borrower shall pay in Lender approved by Lender II substantially equivalent mortgage insurance coverage is not available, Borrower shall pay in Lender each month a turn equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage inpeed or ceased to be in effect. Lender will accept, use and retain those payments as a loss re of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage on the amount and for the period that Lender requires) provided by an insurer approved by Lender as coverage in the mission was not use person was account required to maintain mortgage immrutor in effect, or to prevailable and is obtained Borrower shall pay the premiums required to maintain mortgage immrutor in effect, or to prevailable and is obtained. ions reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between and Lender or applicable law
- 9. Impaction. Lender or its agent may make reasonable entries upon and inspections of the Property. Limiter shall give Borrower notice at the time of or prior to an asspection specifying reasonable cause for the impection.



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

ed 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 lastrament, whether or not then due, with any excess 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 iramediately before the usting, unless Borrower and Lender otherwise agree in writing. the same separed by this Security Instrument shall be reduced by the amount of the proceeds analogical 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 insteadiately before the taking. Any balance shall be paid to florrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking it less then 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 abundanced by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make in 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 nuthorized a collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Society Instrument, whether or not then due.

Unless Lender and Bernower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the ments of payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Horrower Not Rolecard: Forbearance By Landor Not a Walver. 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 by liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in unerest or refuse to extend time for payment or otherwise mostly amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Parent. Any forbearance by Lender in exercising any right or remody shall

not be a waiver of or preclude the exercise of any the or remady.

12. Successors and Amigus Bound; Joint and Propert Liability; Co-signors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's coverants 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 Scoring Instrument, (b) is not personally obligated to pay the name accuract by this Security Instrument, and (c) agrees that Lexitor and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that

Borrower's consent.

13. Long Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum long 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 in 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 florrower. 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 must 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 shell be p en by first class mail to Lendor's address stated herein or any other address Lender designates by notice to Borrower. Any parice provided for in this Security Instrument shall be desund to have been given to florrower 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 he given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Berrawer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Boneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial innerest 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 anatodiste 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 permissed by this Security Instrument without further notice or demand on Borrower.

18. Berrower's Right to Releastate. 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 remstatement) 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 Burrowser; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had assumed; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in anthreing this Burrowser, instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lander may passenably require to assure that the hen 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 Escurity Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remaine 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 Senielty Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the stifty (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. These also may be one or 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 payments should be made. The notice will also contain any other welcomman required by applicable law.
- Hazardous Substances on the Property. Borrower shall not do, nor allow anyone class to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sensences shall not apply to the presented, use, or storage on the Property of small positions of Hazardous Substances that are generally recognized to be appropriate to mornal residential uses and to maintenance of the Property.

Borrower shall promptly give Lenger written notice of any investigation, claim, domain, lewrest or other action by any governmental or regulatory agency of private policy involving the Property and any Hazardous Substance or Burliagnanians. Law of which Borrower has actual knowledge. If Corrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Corrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Corrower shall promptly take all necessary remodual actions in accordance with Environmental Law.

As used in this puragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances: gasolire, horseene, other flammable or texic pureleman products, toxic personal Law and the following substances: gasolire, horseene, other flammable or texic pureleman products, toxic personal herbicides, volunte solvents, materials containing as beston or formulability and radioactive materials. As quad in this paragraph 20, "Environmental Law" means federal laws or lower the project to because that reline to health, safety or environmental protection.

NON-L'NIFORM COVENANTS Borrower and Lender further coverant and agree as follows:

- 21. Accountion: Remodies. Leader shall give active to Barrers prior to acceleration following Barrers breach of any covenant or agreement in this Security Instrument (but are prior to acceleration under paragraph 17 union applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to empt this default; (c) a data, not less than 30 days from the date the notice is given to Corpover, by which the default must be cured; and (d) that follow to cure the default on or before the date specified in which are of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the figurificative proceeding the non-existence of a default or any other defaunt of Borrower to acceleration and furnishment, functionary, if the default is not cured on or before the date specified in the notice, Landor at its option may the figurification full of all some secured by this Security Instrument without further demand and may foreign the remodite provided in this paragraph 21, including, but not limited to, reasonable attorneys' flow and easts of this original.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lander shall release this Semesity Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestond. Borrower warves all right of homestend exemption in the Property.



| 24. Ridore to This Security Instruc- this Security Instrument, the covenants an supplement the covenants and agreements of [Check applicable box(es)] | d agreements of e | ich nuch rider shall be | incorporated into and sh | all amend and | |
|--|--------------------------------|-------------------------|---|------------------------|--|
| Adjustable Rate Rider | Condominium Rider | | I-4 Family R | I-4 Family Rider | |
| Graduated Payment Rider | Planned Unit Development Rider | | Biweekly Pay | Diweekly Payment Rider | |
| Balloon Rider | Rate Improvement Rider | | Second House | Second Home Rider | |
| Other(s) (se ecify) | | | | | |
| BY SIGNING LEI DW, Borrower acc | | | es contained in pages 1 th | raugh 6 of this | |
| Socurity Instrument and in play rider(s) executives: | ance by monthwest a | Witness: | | | |
| Anthony CINGRANI, JR. | (Scal) | DEBONAN A. CIN | Cing | (Scal) | |
| M. days in the Control of the Contro | (Ser); | | gamalusus s s du admin pingan ningi binga pepanda da Hidingan da gamanadida. | (Seal) | |
| | -Borren er | 0, | | Borrover | |
| | -Borrower | | delegado (ir 1917— e dele. 1919) de maioritação describido relativo, appararençabilistado | (Scal) -Borrower | |
| STATE OF ILLINOIS, | | COOK Classes | ju : | | |
| I, THE UNDERSIGNED do horseby certify that ANTHONY CING | RANI, JR. and | | Whice in mid for said con CAVAS, HUSBAND AND | | |
| subscribed to the foregoing instrument, appeared delivered the said instruments as - the forth. | | s day in person, and a | son(s) wasse mane(s) & & & & & & & & & & & & & & & & & & & | borgie | |
| Given under my hand and official scal. | . etas . | day of SEP | TEMBER, 1995 | | |
| My Consolidate deficit A.L. S.E.A.L." CARCLE A. VALELA NOTARY FUELK, S.A.E.OF RENOIS COMMISSION EXPRES 8/2//99 | | aluk (le | fille | Noticy Public | |
| This instrument was propared by AND D | ELIVER TO: | | | | |
| FIRST NATIONAL BANK OF EVERGRE | EEN PARK OL | . ^ | • | | |
| 4900 W. 95TH ST. OAK LAMN IL 6 | 50453 R TITLE 24754 | 130 | ~ | | |

Form 3014 9/9