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THIS INSTRUMENT PREPARED BY:  
ESTHER HARTAN

80628636

WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA, FSB  
P. O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015

DEPT-01 RECORDING 847.50  
120014 TRAN BILL 08/16/96 14:04:00  
19590 J W \* - 96 - 828636  
COOK COUNTY RECORDER

ALL NOTICES TO LENDER SHALL BE MAILED  
TO OR DELIVERED TO THE ABOVE ADDRESS.

Log No. 802-2



ADJUSTABLE RATE MORTGAGE

4750 m

NOTICE: This security instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

This mortgage (the "Security Instrument"), made this 27TH day of JUNE, 1996, between JOHN V DE NICOLA AND ROSALIA DE NICOLA, HUSBAND AND WIFE

## ATTORNEYS' NATIONAL TITLE NETWORK

herein called BORROWER, whose address is  
118 LYNNFIELD LANE, SCHALMBURG, IL 60193

and HOME SAVINGS OF AMERICA, FSB, a federal savings bank, herein called LENDER, whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404.

NOW THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Town/Village/City of SCHALMBURG, County of COOK, State of ILLINOIS

LOT 91 IN WEATHERSFIELD WEST UNIT ONE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ILLINOIS AS DOCUMENT NO. 24381158, IN COOK COUNTY, ILLINOIS.  
COMMONLY KNOWN AS 118 LYNNFIELD LANE, SCHALMBURG, IL 60193  
PTN: 07-19-402-005

REC-96-08-005

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns forever, together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed

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0909 9505

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to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant) and shares of stock, if any, pertaining to such water or water rights, ownership of which affects said property, SUBJECT, HOWEVER, to the assignment to Lender of such rents, income, issues and profits hereinafter set forth. Borrower agrees to execute and deliver, from time to time, such further instruments as may be required by Lender to confirm the lien of this Security Instrument on any such properties. The properties mortgaged, granted, and conveyed to Lender hereunder are hereinafter referred to as "such property."

Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues and profits of such property.

## FOR THE PURPOSE OF SECURING:

(1) Payment of the principal sum of \$ 199,300.00 with interest thereon, according to the terms of a promissory note of even date herewith (herein the "Note") and having a final maturity date of JULY 10, 2028 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such additional sums with interest thereon: (a) as may be hereafter borrowed from Lender by the then record owner of such property and evidenced by a promissory note or notes reciting it or they are so secured and all modifications, extensions or renewals thereof; or (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provisions of this Security Instrument and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the indebtedness secured hereby. (4) Performance, if the indebtedness secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any construction loan agreement, building loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants or conditions or restrictions pertaining to such property, or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if same have not been paid or valid legal steps taken to enforce such payment within 30 days after such written request is made. (7) Performance of all agreements of Borrower to pay fees and charges to the Lender relating to the indebtedness secured hereby whether or not herein set forth.

## TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, BORROWER AGREES:

(1) **Payment of Debts; Ownership Interest.** To pay all indebtedness secured hereby, when from any cause the same shall become due. Borrower shall keep such property free from statutory and governmental liens of any kind, is possessed of ownership of such property in the manner described in the title report delivered to Lender, and has good, right and lawful authority to convey such property in the manner and form herein provided. Borrower covenants and warrants that such property is free from liens or encumbrances except as indicated in such title report and that Borrower shall defend the same forever against the claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land.

(2) **Construction of Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the indebtedness secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's or construction lien, materialmen's lien or other statutory lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Security Instrument to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed improvements promptly; (b) to complete same in accordance with plans

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and specifications that Lender at its option may approve; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact; and (e) to perform all other obligations of Borrower under any building loan agreement relating to such property.

(3) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, including any and all fixtures attached to such property; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed, including, but not limited to, damage from termites and earth movement; to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's or construction lien, materialmen's lien, or other statutory lien against such property; to comply with all law affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Security Instrument.

(4) **Fire and Casualty Insurance.** To at all times keep the improvements now existing or hereafter erected on such property insured against loss by fire, hazards included within the term "special form coverage" and such other hazards, including floods and flooding, with respect to such property for which Lender now or hereafter requires insurance (collectively, "required insurance"). Each required insurance policy shall be in an amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of this Security Instrument. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any required insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor. If any required insurance policy and evidence of payment of the premium are not delivered to Lender within the time period required by Lender, Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may, acting solely for its own interests and not as Borrower's agent, obtain such insurance through or from any insurance agency or company acceptable to it, including an affiliate of Lender which will be entitled to receive a commission for its services, and pay the premium therefor. Lender shall be under no obligation to retain in place any insurance policy previously purchased by Borrower. Borrower agrees that any insurance policy purchased by Lender may be "forced order" insurance, and acknowledges that (i) the cost of any insurance policy purchased by Lender may be substantially more than the cost of any policy previously purchased or thereafter available for purchase by Borrower, and (ii) the coverage provided by such insurance policy may be different from the coverage of any policy previously purchased or thereafter available for purchase by Borrower. Lender shall not be chargeable with obtaining or maintaining, or liable for not obtaining or maintaining any required insurance or for the collection of any such insurance monies or for any insolvency of any insurer or insurance underwriter. Borrower hereby assigns to Lender all unearned premiums on any required insurance policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any judicial sale held hereunder.

In addition to the foregoing, Borrower agrees to cause any voluntary insurance policy (as hereafter defined) covering earthquake, flood, windstorm or any other hazards to such property to name Lender as the loss payee thereof and to contain or be subject to a clause providing that the proceeds from any loss covered by any voluntary insurance policy shall be payable, absolutely and irrevocably, to Lender. For purposes of this Security Instrument, a "voluntary insurance policy" shall mean and shall include any insurance policy that covers earthquake, flood, windstorm or any other hazards to such property but which is not required as a condition to the indebtedness secured hereby, and any amendment, endorsement or rider (or any other document by which such insurance coverage is established) to any fire and other insurance policy, which amendment, endorsement or rider (or such other document by which such insurance is established) covers earthquake, flood, windstorm or any other hazards to such property but which is not required as a condition to the indebtedness secured hereby, and regardless of whether any such insurance policy, amendment, endorsement, rider or other document is established before, on or after the date of this Security Instrument.

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