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[Space Above This Line For Recording Data]**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 2ND, 1997**  
The mortgagor is **WILLIAM J. BIANCHI AND DONNA L. BIANCHI, HIS WIFE,**

**COMMUNITY SAVINGS BANK** ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**4801 W. BELMONT AVENUE - CHICAGO, ILLINOIS 60641**

**TWENTY-TWO THOUSAND AND 00/100** Dollars U.S. \$ **22,000.00**. 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 **OCTOBER 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 of the Note; (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:

**THE NORTH THIRTY-THREE (33) FEET OF THE SOUTH SIXTY-SIX (66) FEET OF LOT SEVENTEEN (17) IN MONT CLARE HILLSIDE FIRST ADDITION, A SUBDIVISION OF THE NORTH HALF (N-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF THE SOUTHEAST QUARTER (SE-1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;**

**PERMANENT INDEX NUMBER: 12-36-402-030.**

which has the address of **1913 N. 75TH AVENUE**  
Illinois **60635**  
[Street]  
[Zip Code]

("Property Address")

**ELMWOOD PARK**  
[City]

**ILLINOIS- Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT**  
ITEM 1076 192021

Form 3014 9-90 [space 1 of 6 pages]  
Great Lakes Business Forms, Inc. ■  
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one or more of the actions set forth above within 10 days of the giving of notice.

¶ Charges: Lenders, Borrower shall pay all taxes, assessments, charges, rates and impositions, or sums due to the Proprietary over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time due daily 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 this payment.

**3. Application of Payments.** Unless otherwise provided by Law, payments received by Lender under

Upon payment in full of all sums accrued by this security instrument, Lender shall promptly return to Borrower any funds held by Lender.

If the Funds held by Lennder exceed the amounts committed to be held by applicable law, Lennder shall account to Bonner for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder at any time is not sufficient to pay the Expenses items when due, Lennder may so notify Bonner in writing, and, in such case Bonner shall pay to Lennder the amount necessary to make up the deficiency. Bonner shall make up the deficiency in no more than twelve months, at Lennder's sole direction.

The Funds shall be held in an escrow account under the terms of a Federal Home Loan Bank Letter of Credit; or in such other arrangement as may be made. The Funds shall apply the Funds to pay the Escrow items. Lender may not claim Breach of contract for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items. Lender may require Borrower to pay a one-time charge for an independent real Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to make an additional payment to the Funds, Lender shall not be required to pay Breach of contract for holding and applying the Funds, unless the Funds are pledged as additional security for all sums secured by this Security instrument.

**1. Payment of Premium and Interest:** Premium 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.

LINFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform clauses for national use and non-uniform clauses with  
peculiarities of record.

**BORROWER COVENANTS** that Borrower is lawfully vested of the entire hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record whenever written and will defend generally the title to the Property against all claims and demands, subject to any

and if trustee 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".

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails 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 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 renewal notices. 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.

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 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 then due, with any excess 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. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action 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 Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan evidenced by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums 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 mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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18. Borrower's Right to Retract. If Borrower needs certain conditions, Borrower shall have the right to have enforcement of this Agreement suspended at any time prior to the earlier of: (a) 5 days (or such other period as

If Lender elects to exercise this option, Lender shall give Borrower notice of acceleration, 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 the same prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one (1) unexecuted copy of the Note and of this Security Instrument, delivered to be executable.

15.  **Governing Law; Exemptions.** 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 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

13. **Sources.** Any notice to Bontower provided for in this section shall be given by telephone or by mailing it by first class mail unless otherwise used or notified. The notice shall be directed to the Property Manager in his office in Bontower's principal place of business or at his address as provided in this paragraph.

11. **Borrower's Right to Rebut Evidence**: Borrower's right to rebut evidence of the terms agreed to in the Note or Payable in installments shall not be affected by the fact that the Note or Payable is evidenced by a promissory note or by any other instrument.

Unlikely, however, and therefore we agree in a minute. Any application of proceeds to Principle shall not exceed or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by the Owner, or if, after notice by Lemder to Promoter that the correspondence refers to market value of the Property, Lemder is unable to sell it, either to restore or repair the Property or to dispose of the same without the consent of the Promoter, Lemder shall be entitled to keep the proceeds, as its option, either to repair or restore or to sell the Property or to dispose of the same.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security, which shall be paid to Lender, whether or not there is a deficiency, and the balance shall be applied to the sum secured by this Security, which shall be paid to Lender, unless the amount of the sum secured by this Security is less than the amount of the sum secured by this Security, which shall be applied to the sum secured by this Security, unless the amount of the sum secured by this Security is less than the amount of the sum secured by this Security.

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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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There 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 information required by applicable law.

**20. Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means Federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-INFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given, to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Given under my hand and official seal, this  
day of August, 1991.

Joint

• personally known to me to be the same Person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.

MARILIAN J. BIANCHI AND DONNA A. BIANCHI, HIS WIFE.

do hereby certify that

THE UNDESIGNED

STATE OF ILLINOIS. COOK

a Notary Public in and for said county and state.

Country

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**(PDS)**

B. 1. 1. 1. 1. 1.

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(गेल) —

דונה ר' בלאכיה

1541 P. S.

19800727X

BY SIGNING BELOW, BOMBERZ AGREE AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN PAGES | THROUGH 6 OF THIS  
SECURITY AGREEMENT AND IN ANY NDERTA EXECUTED BY BOMBERZ AND RECORDED WITH IT.

Otherness

<input type="checkbox"/> Adjustable Race Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Ballroom Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Ballroom Rider
<input type="checkbox"/> Grandomium Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Planned Mini Development Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Race Improvement Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Grandparent Rider

[Digitized by srujanika@gmail.com]

**2A. Riders to the Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-signers and agreeements of each such rider shall be incorporated into and shall amend and supplement the co-signers and agreeements of this Security Instrument as if the rider(s) were a part of this Security Instrument.