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Record and Return To:

Name by Patricia A. Simpson
374 Burlington Ave.
Fairfax, New Jersey 07430

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MORTGAGE

MORTGAGE - Second Lien - Execution on - October 17, 1997

The mortgagor is

Barbey P. Esposito, now residing at 3109 Sheffield Avenue, Unit 3, Chicago, Illinois 60607

a Borrower - The Security Instrument is in the name of Swiss Bank Corporation, New York Branch

which is a corporation organized under the laws of Switzerland and licensed to do business in^{NY} and whose address is 222 Broadway, New York - The States of New York and State of Illinois - New York 10038

and the Borrower owes under the principal sum of

EIGHTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100

Dollars U.S. \$88,800.00

This debt is secured by Borrower's non-qualified the same date as the Security Instrument Note which provides for monthly payments with the total to be not paid earlier due and payable on October 29, 2022

The Security Instrument is in full and for the repayment of the debt evidenced by the Note with interest and all renewals, extensions and modifications of the Note for the payment of all other sums, such as interest, advanced under paragraph 7 to protect the security of this Security Instrument and for the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the purpose Borrower does hereby mortgage, grant and convey and under the following described property and in Cook County, Illinois

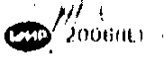
Legal Description attached hereto and hereby made a part hereof.

P.I.N. 14-37-300-021-1000

ATTORNEYS' NATIONAL
THREE FIRST NATIONAL PLAZA
SUITE 575
CHICAGO, IL 60602

which has the address 3109 Sheffield Avenue, Condominium Unit 3, Chicago, Illinois 60607

ILLINOIS ENMA LEGAL INSTRUMENT Form 1014 - 9/90 Amended 5/91



THE NETWORK
THREE FIRST NATIONAL PLAZA
SUITE 575
CHICAGO, IL 60602



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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Unit 3109-3 together with its undivided percentage interest in the common elements in 3107-11 North Sheffield Condominium as Delineated and Defined in the Declaration Recorded as Document No. 95 341 749, in the Northeast 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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COOK COUNTY CLERK

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to the person to whom the same is due, and the person to whom the same is due shall not be liable for the same.

14. Notice. Any notice of the execution of this order shall be given to the person to whom the same is due, and the person to whom the same is due shall not be liable for the same.

15. Costs. The costs of the execution of this order shall be paid by the person to whom the same is due, and the person to whom the same is due shall not be liable for the same.

16. Judgment. The judgment of the court shall be final, and the person to whom the same is due shall not be liable for the same.

17. Successors and Assigns Bound. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

18. Enforcement. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

19. Release. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

20. Waiver. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

21. Severability. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

22. Construction. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

23. Title. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

24. Short Title. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

25. Effective Date. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

26. Repeal. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

27. Amendments. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

28. Construction. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

29. Title. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

30. Short Title. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

31. Effective Date. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

32. Repeal. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

33. Amendments. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

34. Construction. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

35. Title. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

36. Short Title. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

37. Effective Date. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

38. Repeal. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

39. Amendments. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

40. Construction. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

41. Title. The person to whom the same is due, and the person to whom the same is due, shall not be liable for the same.

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this Security Instrument, Lender 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. Hazard 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 "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the 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 a default and reinstatement, 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 secured 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

[Handwritten Signature]



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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.

24. Riders in this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents and provisions of each such rider shall be incorporated into and shall amend and supplement the covenants and provisions of the Security Instrument as if the riders were a part of this Security Instrument.

(Check applicable boxes.)

Adjustable Rate Rider

Coordinated Escrow Rider

Balloon Rider

VA Rider

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider

Other (specify) Addendum to Mortgage attached hereto and made a part hereof.

U-1 Landlord Rider

Bi-weekly Payment Rider

Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

Witnesses:

Mary E. Lucas

Harley P. Esposito

(Seal)

Borrower

(Seal)

Witness

(Seal)

Witness

(Seal)

Witness

STATE OF ILLINOIS.

Dee Page

Chick

County ss: *Chicago*

I, *the undersigned*, that *Harley P. Esposito*

a Notary Public, do hereby certify

personally known to me to be the same person whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

signed and delivered the said instrument of a *free and voluntary act* for the uses and purposes therein set forth.

Given under my hand and official seal this *17th*

day of *October*

1997

My Commission Expires *1-11-2001*

Mary E. Lucas

OFFICIAL SEAL
Mary E. Lucas
Notary Public, State of Illinois
1997

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17. 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

NON-RECURRING COVENANTS - Borrower and Lender hereby covenant and agree as follows

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 of this Security Instrument or the provisions of the Note which can be given effect without the conflicting provisions of the governing law and the Note are declared to be severable and conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note in which the Property is located. In the event that any provision of this Security Instrument or the Note in which the Property is located is declared to be severable and conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note in which the Property is located. In the event that any provision of this Security Instrument or the Note in which the Property is located is declared to be severable and conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note in which the Property is located.

16. Borrower's Copy: Borrower shall be given one continued copy of the Note and of this Security Instrument to be severable.

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 to a third party, Borrower shall be deemed to have been given notice of this Security Instrument and the provisions of this Security Instrument shall apply to the transferee. If all or any part of the Property or any interest in it is sold or transferred to a third party, Borrower shall be deemed to have been given notice of this Security Instrument and the provisions of this Security Instrument shall apply to the transferee.

18. Borrower's Right to Reinstatement: If Borrower neglects to pay any installment due on this Security Instrument for a period of 30 days after the date of its due date, Borrower shall have the right to have the installment reinstated by paying the amount of the installment due plus interest and costs. If Borrower reinstates the installment, the installment shall be deemed to have been paid and the installment shall not be due again. 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 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 obligated 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 19. 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 removal, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not allow anyone else to do anything affecting the Property that is in violation of any governmental 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 use and to maintenance of the Property.

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

22. Hazardous Substances: Borrower shall not cause or permit the removal, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not allow anyone else to do anything affecting the Property that is in violation of any governmental 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 use and to maintenance of the Property.

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.

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ADDENDUM TO MORTGAGE

25. If HARLEY P. ESPOSITO ceases to be employed by Lender for any reason whatsoever, except for his retirement after the required minimum years of service or his death after the loan has been made, or if further encumbrances are imposed on the Property without Prior approval of Lender, or if the Property is sold, then on the occurrence of any such event the unpaid principal sum of the note plus accrued interest shall be due and payable immediately.

26. The Property is to be occupied by Borrower and Borrower's family as Borrower's residence, and there are and will not be any other tenancies or occupancies of the Property whatsoever.

27. Borrower agrees that the entire principal and all interest with respect to the mortgage shall become due at the option of Lender upon the occurrence of any of the foregoing conditions.

Dated: OCTOBER 17, 1997.



Harley P. Esposito

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 17th day of October 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Swiss Bank Corporation, New York Branch

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at

3109 Sheffield Avenue, Condominium Unit 3,
Chicago, Illinois 60657

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as

North Sheffield Condominium

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The Constituent Documents are the (i) Declaration or any other document which creates the Condominium Project, (ii) by laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a master or blanket policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Barley P. Esposito
Barley P. Esposito

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower