UNOFFICIAL COPM24639

This instrument prepared by:

Joseph R. Liptak St. Paul Federal Bank 6201 W. Cermak Rd. Berwyn, IL 60402



Space Above This Line For Recording Data)

MORTGAGE

Loan #: 21011513096

THIS MORTGAGE ("Savrity Instrument") is given on February 6, 1998 SIBYMON MANI & LUCY MANI, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA . and whose address is 6700 W. NORTH AVE, CHICAGO, ILLINOIS 60707

("Lender"). Borrower owes Lender the principal sum of

Twenty Thousand and 00/100

20000.00 Dollars (U.S. \$ 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 partier, due and payable on March 1, 2005. This Security Instrument secures to Lender: (a) the repsyment 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 Scrurity 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 Conts Office

County, Illinois: **ОООЖ**

SEE ATTACHED: P.I.N.#'S

10-20-421-054-0000 ANDF 10-20-421-055-0000

Which has the address of ("Property Address");

5815 WARREN.

, MORTON GROVE

, Illinois 60053

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 *(page 1 of 6 pages)*

UNOFFICIAL COPY

Property of Cook County Clark's Office

UNOFFICIAL COP8Y24639

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 seised of the estate hereby conveyed

and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering

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; Prepayment 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in [6], a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over the Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, only; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance, remiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may, at estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home institution whose deposits are insured by a federal agency.

instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to say the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest of the Funds and applicable law permits 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 in applicable law requires interest to be paid. provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest 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 pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, lender shall account to Borrower for the excess Funds in accordance with the requirements of

Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any trace is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole or cretion.

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

Instrument

Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority 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 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 decempts evidencing the payments.

this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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. Berrower 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 then term "extended coverage" and any other hazards, including floods or flooding, for which then the term "extended coverage" and any other hazards, including floods or flooding, for which then the term "extended above. Lender sall be maintained in the amounts and for the periods that Lender requires. The insurance 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 give prompt notice to the insurance carrier and Lender. Lender may make proof of loss in 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 Lenders security with the lender, the insurance proceeds shall be applied to the sams 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 to principal shall not extend or postpone the due date of the monthly payments referred to in principal shall not extend or postpone the due date of the monthly payments referred to in principal shall not extend or postpone the due date of the

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

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 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

UNOFFICIAL COPM 24639 Sp. 156

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned 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 Instrument, 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be 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 less than 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the

Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make ar 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 authorized to collect and apply the proceeds, at its option, either to respond or repair of the Property or to the sums secured by this Security Instrument, whether or not than due.

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 such payments.

11. Borrower Not Released; Forbuarance By Lender Not a Waiver. 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 be required to commence proceedings against any successor in interest or remain to extend time for payment or otherwise proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of corporate the exercise of any right

by the original Borrower or Borrower's successors in interest. Any toroearance by Lender in exercising any right or remedy shall not be a waiver of or pleclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefic the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs 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 Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges, and that law is finally interpreted so that the interest of 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 to the permitted limit; and (b) any sums already collected from Borrower which exceeded parnitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the (principal) owed under the Note or by making a direct payment to Borrower. 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 mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower.

15. Governing Law: Severability. This S

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 declared to be severable.

UNOFFICIAL COPY 4639 and an

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

. .

行という

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

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 for if a beneficial interest 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 immediate payment in full of all sums secured by this Security Instrument. In the date of this Security Instrument. The date of this Security Instrument in the date of this Security Instrument. The date of this Security Instrument. The date of this Security Instrument.

18. Indicate the expiration of this period, Lender may invoke any remedies permitted by any these sums prior to the expiration of this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower stall this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower stall that the right to have enforcement of this Security Instrument discontinued at any time prior to the artificial of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry sale of the property pursuant to any power of sale contained in this Security Instrument; or (c) entry sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry sale of the property pursuant to any power of sale contained in this Security Instrument and the Note as a fine of a pursuant to any power of sale contained in this Security Instrument of the Note of a pursuant of a power of sale of the Note of the Security Instrument

Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will so 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 the address to which payments should be made. The notice will also contain any other information the address to which payments should be made. The notice will also contain any other information of the address to which payments should be made. The notice will also contain any other information of the property of the property. Borrower shall not do, nor should be appropriated to the property of the property involving the property and any Hazardous Substance of the Property of the property is necessary removal or other remediation of any Hazardous Substance affecting the Property is necessary removal or other remediation of any Hazardous Substances affecting the Property is necessary removal or other remediation of any Hazardous Substances affecting the Property is necessary to hazardous substances by Environmental Law and the following substances of the property is necessary to hazardous substances by Environmental Law and the following substances of the property is necessary to the property of the property of

title evidence.

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

costs.

UNOFFICIAL COPPI24639

23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the		
Property. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))		
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	☐ Planned Unit Development Ride	r 🔲 Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.		
900	SIBYNON MANI	-Borrower
	Liver Mani	(Seal) -Borrower
		(Seal) -Borrower
	TCO,	-Borrower
STATE OF ILLINOIS,		
1. Une inaccoign		***************************************
a Notary Public in and for said county and state, certify that		
SIBYMON MANI & LUCY MAN	I harakand G	10 Chandle Land
personally known to me to be the same person(s) whose name(s)		
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged		
•	signed and delivered t	he instrumerat us. Theu
free and voluntary act, for the us Given under my hand and of	ses and purposes therein set forth. official seal, thisday of.,	elsmany 1998
My commission expires:	Allu ()/	tetus
		-··•

OFFICIAL SEAL'
SHERI HUTCHISON
Notary Public. State of Illinois
Vy Commission Expres 1/2/2001

UNOFFICIAL COP\$\frac{1}{4}^24639

PARCEL 1: ALL CALOT 6 AND THAT PART OF LOT 5 LYING WESTERLY OF A LINE DRAWN FROM A POINT 27.0 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 5 (MEASURED ON THE NORTH LINE THEREOF) APOINT 21.0 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 5 (MEASURED ON THE SOUTH LINE THEREOF) ALL IN BLOCK 4 IN GEORGE W. MITTELSTAEDT SUBDIVISION OF THE SOUTH WEST CORNER OF LAND DESCRIBED AS FOLLOWS: COMMENCING 16.48 CHAINS EAST OF THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 40 CHAINS: HENCE EAST 3.49 CHAINS; THENCE SOUTH 40 CHAINS; THENCE WEST 3.49 CHAINS; TO PLACE OF BEGINNING, IN COOK COUNTY, "LLINOIS.

PARCEL 2: THAT PART OF LOT I, LYING EASTERLY OF A LINE DRAWN FROM A POINT 1 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT! (MEASURED ON THE NORTH LINE THEREOF) TO A POINT I FOOT WEST OF THE SOUTHEAST CORNER OF SAID LOT I (MEASURED ON THE SAID SOUTH LINE THEREOF) IN BLOCK 8, IN OLIVER SALINGER & COMPANY'S THIRD OAKTON STREET SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS