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THIS INSTRUMENT WAS PREPARED BY: CAROLYN POTTS
ONE NORTH DEARBORN STREET
CHICAGO IL 60602

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 6000)

MORTGAGE

ACCOUNT NUMBER 00000804146

THIS MORTGAGE ("Security Instrument") is given on ~~1984~~ ^{JULY 29th 1984} 19 ~~84~~ . The mortgagor is (FERENC S SZEFFALUSY AND SANDRA L SZEFFALUSY HIS WIFE AND SAMUEL F MARINO AND VIRGINIA S MARINO HIS WIFE

JULY 29th 1984
FSS S/S
SM

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of NINETY-NINE THOUSAND AND 00/100 Dollars (U.S. \$ 99,000.00). 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 SEPTEMBER 01 2016

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 the County of COOK, State of Illinois.

SEE ATTACHED RIDER

which has the address of 4322 PROSPECT WESTERN SPRINGS
(Street) (City)
Illinois 60538 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seized 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 real property.

NOTE TO

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Any amount disbursed by Lender under this Security Instrument shall be secured by this Security Instrument. Unless Borrower agrees in writing, Lender shall not be interested from the date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 to enforce laws or Lender's rights in the Property) (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender may do and pay for any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. Hazard Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insuring. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier provided by Borrower shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. 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 provide Lender with 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 a loan if not made promptly by Borrower.

4. Charges. Lender shall pay all taxes, assessments, charges, fines and penalties attributable to the Property which may arise under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the 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 the payments.

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

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 due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may arise under this Security Instrument; (b) yearly leasehold payments or ground rent on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for collecting and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 1, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

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

23. 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
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Ferenc S. Szepfalusy
FERENC S. SZEPPALUSY --Borrower

Sandra L. Szepfalusy
SANDRA L. SZEPPALUSY --Borrower

Samuel F. Marino
SAMUEL F. MARINO --Borrower

Virginia S. Marino
VIRGINIA S. MARINO --Borrower

OHIO
STATE OF OHIO, Franklin County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that FERENC S. SZEPPALUSY AND SANDRA L. SZEPPALUSY HIS WIFE AND SAMUEL F. MARINO AND VIRGINIA S. MARINO HIS WIFE

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 therein set forth.

Given under my hand and official seal, this 29th day of July, 1986
My Commission expires:

Tonya Y. Davis
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ACCOUNT NUMBER 00000B04146

BOX #165

TONYA Y. DAVIS,
Notary Public, State of Ohio
My Commission Expires August 10, 1989

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That part of Lots 6 and 7, described as follows: Beginning at the Southeast corner of said Lot 6, said corner being the intersection of the Westerly line of Prospect Avenue, with the Northerly line of Walnut Street, as now laid out; running thence Westerly along the Northerly line of Walnut Street, 200 feet, thence Northerly along a line forming an angle of 90° with said Northerly line of Walnut Street, a distance 138.3 feet; thence Easterly along a line to a point in the Westerly line of Prospect Avenue 175.4 feet Northerly (measured along said Westerly line) of the place of beginning; thence Southerly along the Westerly line of Prospect Avenue to the place of beginning (except that part of said Tract described as follows: Beginning at the Southeast corner of said Lot 6, said corner being the intersection of the Westerly line of Prospect Avenue with the Northerly line of Walnut Street, as now laid out; running thence Northerly and parallel to Prospect Avenue 100 feet; thence West parallel to Walnut Street, 150 feet; thence South parallel to Prospect Avenue 100 feet; thence East 150 feet along Walnut Street to the place of beginning, and except that part of said Tract described as follows: Beginning at the Southeast corner of Lot 6, said corner being the intersection of the Westerly line of Prospect Avenue, with the Northerly line of Walnut Street, as now laid out; running thence Westerly along the Northerly line of Walnut Street, a distance of 200 feet to a place of beginning; thence Northerly along a line forming an angle of 90° with said Northerly line of Walnut Street, a distance of 138.3 feet; thence Easterly along a straight line a distance of 55.65 feet, said straight line if produced Easterly would intersect the Westerly line of Prospect Avenue, at a point 175.4 feet Northerly from the Southeast corner of Lot 6; thence Southerly along a straight line that is parallel to the Westerly line of Prospect Avenue, a distance of 138.3 feet to the Northerly line of Walnut Street; thence Westerly along the Northerly line of Walnut Street; a distance of 50 feet to the place of beginning). In Block Twelve (12) in East Hinsdale, in the East Half (1/2) of Section 6, Town 38 North, Range 12 East of the Third Principal Meridian.

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PERMANENT TAX NUMBER: 18-06-400-029.

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Property of Cook County Clerk's Office