

# UNOFFICIAL COPY

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## MORTGAGE

556851-0

THIS MORTGAGE ("Security Instrument") is given on AUGUST 22  
19 86. The mortgagor is RAYMOND A. ESQUIBEL AND BARBARA SUDA ESQUIBEL, HUSBAND AND  
WIFE

("Borrower"). This Security Instrument is given to GOLDDOME REALTY CREDIT CORP.

which is organized and existing under the laws of THE STATE OF MARYLAND , and whose address is  
1 FOUNTAIN PLAZA  
BUFFALO, NEW YORK 14203 ("Lender").  
Borrower owes Lender the principal sum of

FIFTY EIGHT THOUSAND SIX HUNDRED FIFTY AND NO/100---

Dollars (U.S.) 58,650.00 ). 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 1, 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 COOK County, Illinois:  
LOT TWENTY SIX (26) IN BLOCK THREE (3) IN CENTRAL WOOD, BEING A  
SUBDIVISION OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT THE SOUTH  
EAST CORNER OF THE WEST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF  
SECTION 33, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, THENCE WEST ALONG SOUTH LINE OF SAID SECTION 33, A DISTANCE  
OF 14.82 CHAINS (978.12 FEET) THENCE NORTH ALONG A LINE PARALLEL TO THE  
EAST LINE OF THE WEST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF  
SAID SECTION 33, TO THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE  
CHICAGO AND NORTHWESTERN RAILWAY CO., THENCE SOUTHEASTERLY ALONG  
THE SAID RIGHT-OF-WAY LINE TO THE EAST LINE OF WEST HALF (1/2) OF  
THE SOUTH EAST QUARTER (1/4) OF SAID SECTION 33, THENCE SOUTH ALONG  
LAST MENTIONED LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, IL-  
LINOIS.

03-33-413-022

which has the address of 105 NORTH WAVERLY PLACE , MOUNT PROSPECT  
[Street] (City)

Illinois 60056 ("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.



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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then 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.

**10. Borrower Not Released; Forbearance 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 operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence 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 or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit 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 this 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.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or 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 permitted 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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 designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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.

**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 or clause of this Security Instrument or the Note 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 declared to be severable.

**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 (or 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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 had no acceleration 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 paragraphs 13 or 17.

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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 otherwise in writing, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall be payable, with interest, upon demand to Borrower requesting payment.

7. Protection shall not merge unless Lender agrees to the merger in writing.  
covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect  
Lender's rights in the Property in bankruptcy, probate, for condominium or to enforce laws or  
regulations, such as a proceeding in bankruptcy, probate, for condominium or to enforce laws or  
in the Property. Lender's actions may include paying reasonable attorney's 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.

6. Preservation and Maintenance of Property; Leasesholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and leasehold rights shall remain with the lessee.

Unless Lessee renders and Borrows otherwise agrees in writing, any application of proceeds to Principles shall not extend or postpone payment of principal or interest due to the date of the month in which payment is received by the lessor. Lessee shall not render and Borrows otherwise agrees in writing, any application of proceeds to Principles shall not exceed or postpone payment of principal or interest due to the date of the month in which payment is received by the lessor.

when the metric is given.

carrier and Lender may make prompt payment of loss if not made promptly by Borrower.

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 recovers any sums paid by him under the terms of his policy or renewals, he shall be entitled to a credit against the amount of his loan. All premiums and renewals made by Lender shall be paid by him directly to the insurance company.

of the giving of notice.

3. **Hazard Insurance.** Borrower shall keep the property/elements now existing or hereafter erected on the Property against loss by fire, hazards included within the term, excepted coverage, and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, except that Lender's approval shall be chosen by Borrower, subject to Lender's requirements. The insurance carried providing the insurance shall be chosen by Borrower, subject to Lender's approval. The insurance carried providing the insurance shall be chosen by Borrower, subject to Lender's approval.

Debt holder shall have priority over the lessee in the event of non-payment of lease payments or other amounts due under the lease. The lessee shall be liable to the debt holder for all debts and expenses arising from the leasehold interest.

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit against the sums secured by this Security Instrument by Lender, any funds held by Lender at the time of payment or collection, to the extent of the property owned by Lender, for his acquisition of the property.

amount of the Funds held by Lender is not sufficient to pay the second items due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount paid out 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 trust security instruments:

lenders may agree to be paid on the funds. Unless an agreement is made for the sums secured by  
purposes for which each debtor to the Funds was made. The Funds are pledged as additional security for the sums secured by  
shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the  
debtors interest shall not be required to pay Borrower unless the funds are used for carrying out the terms of the  
lender's agreement to make a loan to him or her.

The Funds shall be held in an institution which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the deposits of accounts of which are insured by a federal or state agency in writing to Lender as funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyze the account or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyze the account or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyze the account or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyze the account or verifying the escrow items.

one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on property, if any; (c) yearly hazard insurance premiums; and (d) yearly morgage insurance premiums, if any. These items are called "scroow 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 prepayments and late charges due under the Note.