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NOTE IDENTIFIED

(Space Above This Line For Recording Date)

MORTGAGE 15-0392

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 25 19 86 The mortgagor is DONALD D. ENGEL, BACHELOR

("Borrower"). This Security Instrument is given to NORTHWEST NATIONAL BANK OF CHICAGO which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 3985 MILWAUKEE AVENUE CHICAGO, ILLINOIS 60641 ("Lender").

Borrower owes Lender the principal sum of FORTY THOUSAND AND NO/100---

Dollars (U.S. \$ 40,000.00). 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, 2001. 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 10 IN BLOCK 4 IN OAKTON MANOR FIRST ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT; BEGINNING AT A POINT IN THE NORTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 24, SAID POINT BEING 166.65 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE WEST ALONG SAID NORTH LINE 303.30 FEET; THENCE SOUTH IN A STRAIGHT LINE 1325.80 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE EAST ALONG SAID SOUTH LINE 333.27 FEET TO A POINT, SAID POINT BEING 166.63 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE NORTH IN A STRAIGHT LINE 1326.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1436658.

3552995

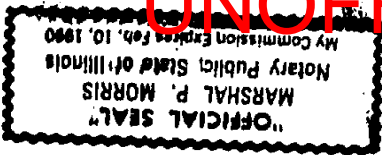
09-24-328-041 which has the address of 8246 NORTH ELMORE AVENUE, NILES, Illinois 60648 ("Property Address"); (Street) (City) (Zip Code)

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 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 real property.

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NORTHWEST NATIONAL BANK OF CHICAGO
3985 MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60641

RECORD AND RETURN TO:

ELAINE DRUFKE
CHICAGO, IL 60641

My Commission expires: 2-10-90

Notary Public

Given under my hand and official seal, this 25th day of September, 1987

signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same person(s) whose name(s) IS

3552995
DONALD D. ENGEL, BACHELOR
a Notary Public in and for said county and state.

Submitted by: [Signature]
Address: [Signature]
Promised: [Signature]
Deliver certifi: [Signature]
Address: [Signature]
Deliver duplicate Trust: [Signature]
Deed to: [Signature]
Address: [Signature]
Notified: [Signature]

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.

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. [Check applicable box(es)]

Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Other(s) [specify]

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

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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

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 title evidence.

costs of management 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. [Check applicable box(es)]

Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Other(s) [specify]

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 title evidence.

NO DUPLICATES
1/24/87

3552995

LA SALLE COUNTY
TITLE INS. CO. 5115403

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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STATE FILE NUMBER

STATE OF ILLINOIS

MEDICAL CERTIFICATE OF DEATH

REGISTRATION DISTRICT NO. 16.0 REGISTERED NUMBER

DECEASED - NAME: JENNIE F. TERUGGI SEX: FEMALE DATE OF DEATH: 3 NOVEMBER 20, 1982

1. RACE - WHITE, BLACK, AMERICAN ORIGIN OR DESCENT: WHITE DATE OF BIRTH: 24 SEPTEMBER 24, 1913 COUNTY OF DEATH: COOK

4a. ETHNICITY: Solovine UNDER 1 YEAR: 5b. 69 UNDER 1 DAY: 5c. 5c. DATE OF DEATH: 3 NOVEMBER 20, 1982

7b. PARK RIDGE HOSPITAL OR OTHER INSTITUTION: NAME BY WHICH KNOWN: PARK RIDGE HOSPITAL

7c. LUTHERAN GENERAL HOSPITAL

7d. INPATIENT

8. PENNSYLVANIA CITIZENSHIP: UNITED STATES MARRIED, NEVER MARRIED, WIDOWED, DIVORCED, SEPARATED: MARRIED

9. UNITED STATES

10. MARRIED

11. FRANK TERUGGI

12. 200-07-5775 USUAL OCCUPATION: Homemaker

13a. Own home

13b. 13c. 13d. None

14. 731 THIRD AVENUE RESIDENCE STREET AND NUMBER: DES PLAINES

14a. YES

14b. COOK

14c. COOK

14d. COOK

15. JOHN BOMBATCH FATHER - NAME: JOHANNA

16. BOMBATCH

17a. ADMITTING CLERK J. FREGETTO

17b. 1775 DEMPSTER ST., PARK RIDGE, ILLINOIS

17c. 1775 DEMPSTER ST., PARK RIDGE, ILLINOIS

17d. 60066

18. DEATH WAS CAUSED BY: IMMEDIATE CAUSE: (ENTER ON ONE CAUSE PER LINE FOR (a), (b), AND (c))

(a) CARCINOMA TISSIS

(b) CARCINOMA OF PANCREAS

(c) LYEMER

19. OTHER SIGNIFICANT CONDITIONS: CONCERNING CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART 18A

20a. DATE OF OPERATION, IF ANY: 20b. 20c. 20d. 20e. 20f. 20g. 20h. 20i. 20j. 20k. 20l. 20m. 20n. 20o. 20p. 20q. 20r. 20s. 20t. 20u. 20v. 20w. 20x. 20y. 20z.

21. DATE OF DEATH: 3 NOVEMBER 20, 1982

21a. 21b. 21c. 21d. 21e. 21f. 21g. 21h. 21i. 21j. 21k. 21l. 21m. 21n. 21o. 21p. 21q. 21r. 21s. 21t. 21u. 21v. 21w. 21x. 21y. 21z.

22. SIGNATURE: [Signature]

22a. 22b. 22c. 22d. 22e. 22f. 22g. 22h. 22i. 22j. 22k. 22l. 22m. 22n. 22o. 22p. 22q. 22r. 22s. 22t. 22u. 22v. 22w. 22x. 22y. 22z.

23. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER: [Signature]

23a. 23b. 23c. 23d. 23e. 23f. 23g. 23h. 23i. 23j. 23k. 23l. 23m. 23n. 23o. 23p. 23q. 23r. 23s. 23t. 23u. 23v. 23w. 23x. 23y. 23z.

24. CEMETERY OR CREMATORY: 24a. ALL SAINTS 24b. DES PLAINES 24c. DES PLAINES 24d. ILLINOIS 24e. ILLINOIS

25. OEHLER FUNERAL HOME: LEE AT PERRY STS. DES PLAINES ILLINOIS 60016

25a. 25b. 25c. 25d. 25e. 25f. 25g. 25h. 25i. 25j. 25k. 25l. 25m. 25n. 25o. 25p. 25q. 25r. 25s. 25t. 25u. 25v. 25w. 25x. 25y. 25z.

26. LOCAL REGISTRAR'S SIGNATURE: [Signature]

26a. 26b. 26c. 26d. 26e. 26f. 26g. 26h. 26i. 26j. 26k. 26l. 26m. 26n. 26o. 26p. 26q. 26r. 26s. 26t. 26u. 26v. 26w. 26x. 26y. 26z.

27. ILLINOIS REV. 1/78

I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the decedent named in item 1 and that this record was established and filed in my office in accordance with the provisions of the Illinois statutes relating to the registration of births, stillbirths and deaths.

Date NOV 30 1982

Signed [Signature]

At Cook County Department of Public Health 1500 S. Maybrook Drive Maywood, Illinois 60153 Official Title Chief Deputy Registrar

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Further, that the affiant makes this affidavit for the purpose of inducing the Registrar of Titles of Cook County, Illinois, to issue a certificate of title to the surviving Joint Tenant, namely himself, to said above described premises, relying on this statement as true, and in consideration thereof affiant guarantees the truth of the statements herein contained.

Frank Teruggi
FRANK TERUGGI

SUBSCRIBED AND SWORN TO
before me this 31
day of JANUARY, 1983.

Robert D. Walsh
Notary

Property of Cook County Clerk's Office

MS

DCS 164 SM 5.47 (FORM 302)

Affidavit by Surviving Joint Tenant

L. R. 5532 Doc. No. 1295020F Certificate No. 998979

State of Illinois }
County of Cook } ss.

Frank Teruggi

being first

duly sworn, upon oath deposes and says:

That he resides at 33 Third Avenue in the City of Des Plaines and that he is one of the parties who took title, not in tenancy in common, but in joint tenancy, to real estate shown in Certificate of Title No. 998979 situated in said Cook County, Illinois, described as follows:

09-17-320-013

That part of Lot Six (6) in Block Twenty Eight (28) in Des Plaines Manor Tract Number Two, Section 17, Town 41 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of said Lot, Fifty (50) feet East of the South-west corner of said Lot; running thence Westerly along the Southerly line of said Lot Fifty (50) feet to the Southwesterly corner of said Lot; thence Northerly along the Westerly line of said Lot to the Northwest corner of said Lot; thence Easterly Fifty (50) feet along the Northerly line of said Lot; thence Southerly to the place of beginning. Affiant states that Johanna F. Teruggi one of the said owners in joint

tenancy, died intestate in the city (Village) of Des Plaines the State of Illinois as is confirmed by a Certificate of the health department of said municipality hereto attached.

Affiant states that the remaining joint tenant has not changed his marital status since the issuance of Certificate of Title Number 998979 (except who has been married but once since acquiring said real estate and then to who).

Further, that the affiant makes this affidavit for the purpose of inducing the Registrar of Titles of Cook County, Illinois, to issue a certificate of title to the surviving Joint Tenant to said above described premises, relying on this statement as true, and in consideration thereof affiant guarantees the truth of the statements herein contained.

Frank F. Teruggi

Subscribed and sworn to before me

this 31 day of January 1983

[Signature]
NOTARY PUBLIC.

affidavit attached

3552505

UNOFFICIAL COPY

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Handwritten: 3552505
~~3552505~~

3552505

SEP 21 9 52 AM '20
HARRY CHUDY YONDELL
REGISTRAR OF TITLES

3552505

IDENTIFIED No.	REGISTRAR OF TITLES HARRY 'BUD' YONDELL SAFECC
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SAFECC TITLE INSURANCE CO.
2 N. LA SALLE ST.
SUITE 1700
CHICAGO, IL. 60602

Handwritten: pg. 1500 Konin

Property of Cook County Clerk's Office