

UNOFFICIAL COPY

3632511

This instrument was prepared by:

RICHARD J. JAHNS.....

(Name)

5133 W. FULLERTON AVE

(Address)

CHICAGO, ILL 60639

W

MORTGAGE

THIS MORTGAGE is made this 16TH day of JUNE, 1987, between the Mortgagor, ANGELO CHRISTOFILIS AND ERIKA CHRISTOFILIS, HUSBAND AND WIFE, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Borrower"), and the Mortgagee, THE UNITED STATES OF AMERICA, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5200 West Fullerton — Chicago, Illinois 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 16, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 01, 2002.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 22 IN VANTAGE POINT UNIT NO. 2 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 3527 VANTAGE LANE GLENVIEW
 (Street) (City)
 ILLINOIS 60025 (herein "Property Address");
 (State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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HARRY (BUSINESS)
REGISTRATION OF TITLE

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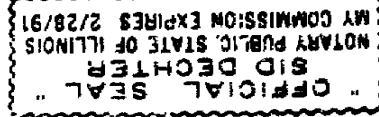
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RETURN TO BOX 403

TITLE INS.

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(S000 Blank This Line Reserved For Lender And Borrower)



My Commission expires:

GIVEN under my hand and official seal, this 16TH day of JUNE, 1987

and forth

witnessed and delivered the said instrument this 16th day of June, 1987, in free and open court, for the use and purpose herein subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that it is his
personally known to me to be the same person(s) whose name(s) are
as hereby certify that ANGELO CHRISTOFILIS, HIS BAND AND WIFE
Notary Public in and for said county and state,

STATE OF ILLINOIS
Cook County Clerk's Office
County of:

ANGELO CHRISTOFILIS
ERIKA CHRISTOFILIS
Borrower
Lender
Lender

IN WITNESS WHEREOF, Borrower has executed this Mortgage,
22. Wherever & whenever required, Borrower hereby waives all right of homestead exemption in the property
to Borrower, Borrower shall pay all costs of recording, if any.
22. Wherever, upon payment of all sum secured by this Mortgage, Lender shall release this Mortgage without
any deduction or expense, and including sums advanced to record the Mortgage. At no time shall the principal amount of the
indebtedness incurred by Borrower, and interest thereon, exceed the amount paid by this Mortgage when
evidenced by promissory note standing full future Advances, with interest accrued hereby. At no time shall the principal amount of the
make Future Advances to Borrower, such future Advances, shall be secured by this Mortgage when
made Future Advances. Upon payment of Borrower, Lender, or Lenders option prior to release of this Mortgage, may
choose sum actually received.
22. Future Advances, upon payment of Borrower, Lender, and the receiver shall be liable to recover attorney fees
attorneys, fees, and other sums secured by this Mortgage. Lender and the receiver shall be liable to recover attorney fees
Property and collection of rents, including, but not limited to recovery of service fees, premium on security bonds and demands
of all rents collected by the receiver shall be liable to recover attorney fees, and costs of managing less
than period of redemption under this Mortgage. By reason of the property including less
than period of redemption under this Mortgage, lessee has right to collect and recover the amount of the property including less
than period of redemption under this Mortgage, less than period of the property, and is not more than to do the following:
Upon acceleration of the amount of the property, provided that: Borrower shall, prior to acceleration under
borrower failing to lender the sum of the property, have the right to collect and return each sum to lessor become due and payable.
height of abandonment of the property, provided that: Borrower shall, prior to acceleration under
height by failure to lender the sum of the property, have the right to collect and return each sum to lessor become due and payable.
22. Acceleration of Debtor's obligation to pay lender by temporary heunder, Borrower
on acceleration had occurred.
22. Acceleration of Debtor's obligation and the Mortgage shall remain in full to do and effect as if
paid over and unto the Borrower, this Mortgage and the obligation required hereby, shall continue unexpired, unless such
in the property and Borrower, a obligee in pay the sum required by the Mortgage, shall collect same unexpired, unless such
debt or lease which occurs in lender may render it void, including, but not limited to, excessive increase in
any other circumstances of Debtor's conduct in this Mortgage, Lender, and
expenses incurred by Debtor in securing the conveyance and agreement of Debtor's personalty, or personalty and
expenses of any other character or agreement of Debtor's personalty, (c) Debtor pays all reasonable
fees prior to entry of a judgment authorizing Debtor to pay lender all sums which would be then due under
this Mortgage, the Note and notes secondary Future Advances, if any, had no acceleration accrued, (b) Debtor cures all
prior to entry of a judgment authorizing Debtor to pay lender all sums which would be then due under

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon, and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant ~~and the grantee is not a bona fide purchaser for value without knowledge of the option to purchase~~, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sum, prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

* OR IF THE BORROWER ceases TO OCCUPy THE PROPERTY AS HIS PRINCIPAL RESIDENCE
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 cure. In the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the term is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect its costs of foreclosure, attorney's fees, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. **Possession of Lender and Borrower** Security, if Lender's rights to certain of his covenants and agreements contained in this Note are violated by the Borrower, Lender may exercise his rights under this Note to terminate the Note, demand payment in full, and take such action as Lender deems necessary to make repayment by the Borrower. Lender shall have the right to sue in any court of law or equity, or in any other appropriate forum, to recover the amount due under this Note, and to collect all costs and expenses of collection, including attorney's fees and expenses, incurred by Lender in connection with the Note.

8. **Assignment of Note** Lender may assign this Note, in whole or in part, to any third party at any time during the term of this Note, and Lender may do so without notice to Borrower, provided that Borrower shall remain liable to Lender for the obligations under this Note.

9. **Waiver of Notice** Lender may waive any provision of this Note at any time, and such waiver will not affect the validity of the Note or the rights of Lender under the Note.

10. **Waiver of Jury Trial** Lender and Borrower hereby waive their right to trial by jury in any action or proceeding brought by either party against the other in respect of any claim arising out of or relating to this Note.

11. **Waiver of Statute of Limitations** Lender and Borrower hereby waive the benefit of any statute of limitations which may otherwise apply to the Note.

12. **Waiver of Right to Set Off** Lender and Borrower hereby waive their right to set off any amounts held by Lender in favor of Lender against any amounts held by Lender in favor of Borrower.

13. **Waiver of Subrogation** Lender and Borrower hereby waive their right to assert any claim against Borrower for amounts paid by Lender to Borrower.

14. **Waiver of Subordination** Lender and Borrower hereby waive their right to assert any claim against Borrower for amounts paid by Lender to Borrower.

15. **Waiver of Right to Acceleration** Lender and Borrower hereby waive their right to declare the Note in default prior to the due date of the Note.

16. **Waiver of Right to Foreclosure** Lender and Borrower hereby waive their right to foreclose on the Note.

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