

# UNOFFICIAL COPY

0 0 7 0 0 4 0 6

3706405

NOTE IDENTIFIED

(Please Above This Line For Recording Date)

This instrument was prepared by:  
MARGARETTEN & COMPANY INC      **MORTGAGE**  
950 W 175TH ST HOMWOOD IL 60430      62100930  
THIS MORTGAGE ("Security Instrument") is given on      May      6th,      1988  
The mortgagor is  
CURT MADURA, AND PAULA MADURA, HIS WIFE

("Borrower"). This Security Instrument is given to  
MARGARETTEN & COMPANY, INC.

a corporation which is organized and existing under the laws of      the State of New Jersey      , and whose address is

One Ronson Road  
Iselin, New Jersey 08830

("Lender").

Borrower owes Lender the principal sum of

Forty-Nine Thousand, One Hundred and 00/100 Dollars (U.S. \$ 49,100.00). 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      June 1st, 2018. 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 5, LOT 6, IN BLOCK 5 IN LANDING PARK A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 AND A PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 19, 1922 AS DOCUMENT NUMBER

15-20-84.  
17912 LORENZ AVENUE, LANSING, ILLINOIS 60438  
PERMANENT TAX NO. 30-31-212-029 & 30-31-212-030

which has the address of  
17912 LORENZ AVENUE      LANSING, IL 60438

Property Address

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 hereinafter 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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT

MAR-1205 (Rev. 7/87)

Replaces IL-709 (Rev. 7/84) and MAR-1205 (8/86)

Form 3014 12/83

# UNOFFICIAL COPY

GIA AMERICA TITLE COMPANY  
123 W. Madison Street  
Chicago, Illinois 60602  
#309203

706405

RECEIVED  
RECORDED  
RECORDED

My Commission expires: 12-24-89

Given under my hand and official seal, this

free and voluntary act, for the uses and purposes herein set forth.  
believe me this day in person, and acknowledge that he, she, they signed and delivered the said instrument as his, her, their  
personally known to me to be the same persons(s) whose names(s) is(are) subscribed to the foregoing instrument, appeared

CURT MAOURA, AND PAULA MAOURA, HIS WIFE  
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK COUNTY

-BORROWER

-BORROWER

-BORROWER

-BORROWER

PAULA MAOURA, HIS WIFE

CURT MAOURA

and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

NO RIDERS ATTACHED

The following Rider are attached:

22. Waiver of Homestead, Borrower waives all right of homestead excepted 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.



# UNOFFICIAL COPY

63706405

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 exceed a 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.

**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 title 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.

3706405

# UNOFFICIAL COPY

1. Payment of Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment made prior to the due date.

2. Funds for Taxes and Insurance. Subjacent to applicable law or to a written waiver by Lender, Borrower shall pay to Lender any amount necessary to pay the escrow items. Lender may not charge for holding funds and applying the funds, unless Lender has a right to do so under the Note, until the Note is paid in full. Funds held by Lender may be used to pay the escrow items, unless Lender has a right to do so under the Note, until the Note is paid in full.

3. Application of Payments. Under applicable law provided to pay the escrow items when due, the excess shall be applied to Borrower's obligations to pay the escrow items when due, and then to the Note; second, to prepayments otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied to Lender's obligations to pay the escrow items when due, and then to the Note.

4. Changes; Lenders. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note; third, to interest, to principal, to late charges due under the Note; fourth, to Lender all notices, amounts to be paid under the Note, and late to principal.

5. Extended Protection. Borrower shall keep the improvements over which it has priority over the Note by timely payment of the obligations secured by the Note in accordance with the Note.

All improvements included within the term "extended coverage," and any other hazards for which Lender is liable, shall be covered by insurance policies standard mortgage clause. Lender shall have the power to require Lender to add to the policies and renewals, if Lender approves, to cover the Note.

6. Preservation and Release of Property. Lender to the extent of the sums secured by this Security instrument, agrees to release a claim, then Lender will not desirous, Borrower shall immediately pay to Lender all receipts of paid premiums and renewals, if Lender approves, to cover the Note.

7. Protection of Lender's Rights in the Property; Assignment. If Borrower fails to perform the covenants and obligations contained in the Note, and if Borrower acquires title to the property over which it has priority, Lender may take action under this paragraph, 7, to collect additional debt of Borrower secured by this Security instrument.

8. Impairment. Lender or its agent may make reasonable enclaves upon and inspectors of the property, Lender shall give Borrower notice of any excess paid to Borrower, in the event of a partial taking of the property, unless Borrower shall be appiled to the sum secured by this Security instrument, which may be applied to the Note.

9. Condemnation. Subject to applicable law or to a written waiver by Lender, in condemnation with any condemnation of any part of the property, Lender shall be entitled to the sum secured by this Security instrument, whether or not the taking of any part of the property, the proceeds shall be applied to the Note.

10. Other Provisions. The Note, until the Note is paid in full, shall be governed by the laws of the state where the property is located, and Lender, to the extent of the Note, shall be subject to the laws of the state where the property is located.

Digitized by srujanika@gmail.com

Digitized by srujanika@gmail.com