

This instrument was prepared by:

Geord. J. Nagle, Attorney
4801. West Belmont Avenue.
Chicago, Illinois 60641

MORTGAGE

THIS MORTGAGE is made this 18th day of March 1989, between the Mortgagor, MARIA LOMBARDO, A WIDOW, AND PHILIP LOMBARDO, A BACHELOR, AND VINCENZO LOMBARDO, A BACHELOR, (herein "Borrower"), and the Mortgagee, COMMUNITY SAVING BANK, a corporation organized and existing under the laws of STATE OF ILLINOIS, whose address is 4801 West Belmont Avenue - Chicago, Illinois 60641 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of FOURTEEN THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 18th, 1989 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1st, 1991

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 Forty (except South 7.50 feet thereof) - - - - (40)
Lot Forty-One (except North Fifteen (15) feet thereof) - - (41)
in Block Three (3), in George Gauntlett's Forest Drive Subdivision in the West Half (1/2) of Fractional Southeast Quarter (8 1/4), North of the Indian Boundary Line of Fractional Section Twenty-Three (23), Township Forty (40) North, Range Twelve (12), East of the Third Principal Meridian;

Instrument Index Number: 12-23-401-051-0000.

which has the address of 354 N. Plainfield Avenue Chicago Illinois 60634 (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions therein, 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.

NOTE INDEXED

3789491

1019871

UNOFFICIAL COPY

COMMUNITY BANKING SERVICE
3801 N. BELMONT
CHICAGO, ILLINOIS
REGISTRAR OF TITLES
378949
89 APR 25 AM 9:53

MAIL BOX 330

Community Sigs BK
4801 N Belmont
Chgo, IL 60641
378949
Box 330

prior to entry of a judgment enforcing the Mortgage H: (a) Borrower pays Lender all sums which would be due under
 the Mortgage, the fees and notes securing Future Advances, if any, and no acceleration occurred; (b) Borrower pays all reasonable
 expenses incurred by Lender in enforcing the covenant or agreement of Borrower contained in this Mortgage; (c) Borrower pays all reasonable
 expenses incurred by Lender in enforcing the Mortgage; (d) Borrower may reasonably require to assure that the lien of the Mortgage, Lender's interest
 in the Property and Borrower's obligation to pay the sums secured by the Mortgage shall continue uninterrupted. Upon such
 payment and cure by Borrower, the Mortgage and the obligations secured hereby shall remain in full force and effect as if
 no acceleration had occurred.

24. Assignment of Rights: Assignment of Borrower's interest in the Property, provided that Borrower, prior to acceleration under paragraph 18
 hereof or abandonment of the Property, have the right to collect and retain sums due and payable hereon. Upon acceleration under paragraph 18 hereof 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 bankruptcy assignee, shall be entitled to the sums of all moneys
 and interest on such sums, the possession of and management of the Property and to collect the sums of all moneys and interest on such sums
 past due. All moneys collected by Lender or the receiver shall be applied first to payment of the sums of all moneys and interest on such sums
 Property and collection of rents, including, but not limited to receiver's fees, insurance on receiver's fees and other expenses of the
 attorney's fees, and then to the sums secured by the Mortgage. Lender and the receiver shall be deemed to be the mortgagee and the receiver shall be deemed to be
 those sums as may be secured.

25. Future Advances: Upon request of Borrower, Lender, at Lender's option, shall advance to Borrower from time to time, from the proceeds of the Trust Fund, and
 makes Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by the Mortgage, and the sums advanced hereunder shall be deemed to be
 evidenced by promissory notes setting forth and with the same interest thereon. It is the intent of the parties hereto that the sums of all moneys and interest on such sums
 and interest secured by the Mortgage, and including sums advanced hereunder, shall be deemed to be the proceeds of the Trust Fund.

26. Prepaid Interest: Prepaid interest on the Mortgage, including interest on the sums advanced hereunder, shall be deemed to be the proceeds of the Trust Fund.
 to Borrower. Prepaid interest shall be deemed to be the proceeds of the Trust Fund, and shall be secured by the Mortgage, and shall be deemed to be the proceeds of the Trust Fund.
 27. Waiver: Borrower hereby waives all right of homestead or rights in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Maria Lombardo
Maria Lombardo
 Maria Lombardo

[Signature]
 Maria Lombardo

STATE OF ILLINOIS, County of Cook

I, Denise S. Hall, Clerk of the Court, do hereby certify that MARIA LOMBARDO, A SINGLE, AND PHILIP LOMBARDO, A HUSBAND, who
 subscribed to the foregoing instrument, appeared before me in person, and acknowledged that they are the same persons(s) whose names(s) are
 signed and delivered the said instrument as their own, and that the said instrument is their act, for the uses and purposes therein
 set forth.

Given under my hand and official seal, this 18th day of March 1989.

My Commission expires: 10-28-89

[Signature]
 Denise S. Hall

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

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 expenses or take any action hereunder.

8. **Inspection.** Lender may take 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 condempnor 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 liens 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; Capitions.** 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 here in 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 or (d) the grant of any leasehold interest of three years or less not containing an 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 sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 13 hereof.

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 of 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, a 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 breach 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 in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, the cost of documentary evidence, charges, and title reports.

19. **Borrower's Right to Reinstatement.** 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

3789491

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary, code enforcement, or other proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such agreements, divisions, sales and take such action as is necessary to protect Lender's interest, including, but not limited to, enforcement of a reasonable attorney's fees and entry upon the Property to make repairs. If Lender requests mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium... (text continues)

6. Preservation and Maintenance of Property. Lender's Condominium Plan and other documents, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any laws or ordinances which apply to the Property. If the Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of condominium or a planned unit development, including, but not limited to, the payment of assessments and other charges... (text continues)

5. Insurance. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to void the policy and require a new policy. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to void the policy and require a new policy. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. (text continues)

4. Change of Law. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may arise in connection with this Mortgage, and hereunder payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not provided in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Mortgage, and in the event Borrower shall make payment directly, Borrower shall promptly discharge any lien which is a lien in connection with this Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation of such lien in such form as Lender may require. Borrower shall keep the improvements on the Property insured against loss by fire, hazards included within the term "other" coverage, and such other hazards as Lender may require. (text continues)

3. Application of Funds. Unless applicable law provides otherwise, all payments received by Lender under this Note and paragraph 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to the principal of the Note, then to the principal of the Note, and then to interest and principal on any future advances. (text continues)

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the date of the Funds, assessments, insurance premiums and ground rents, which exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender is not sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof. (text continues)

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment, and late charges, as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage. (text continues)

3789491