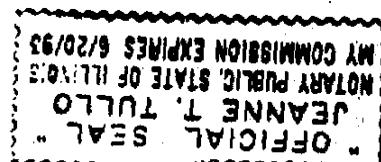


# UNOFFICIAL COPY

3298747



Notary Public

My Commission expires:

May 1993

Given under my hand and official seal, this 3rd day of

and voluntary act, for the uses and purposes herein set forth.  
I, \_\_\_\_\_, signed and delivered the said instrument as heretofore  
ment, appeared before me this day in person, and acknowledged that  
person(s) whose name(s) \_\_\_\_\_ is subscribed to the foregoing instrument  
to whom personally known to me to be the same  
county and state, do hereby certify that Veronica LaRosa, Maria  
I, Notary Public, a Notary Public in and for said

STATE OF ILLINOIS, COOK COUNTY SS:

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Property of Cook County Clerk's Office

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[Space Above This Line For Recording Date]

L-10733-5

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 23, 1989. The mortgagor is Samuel LaRosa and Veronica LaRosa, his wife, as JT/WROS ("Borrower"). This Security Instrument is given to FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of the UNITED STATES OF AMERICA, and whose address is 1724 N. IRVING PARK ROAD, SCHILLER PARK, IL 60176-2299 ("Lender"). Borrower owes Lender the principal sum of One Hundred Nine Thousand Eighty Hundred Seventy Five and No/100 Dollars (U.S. \$ 109,875.00). 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 1, 2004. 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 Fifty One (51) in Wojtalewicz's Montrose Manor, being a Subdivision in the South Half ( $\frac{1}{2}$ ) North of the Indiana Boundary Line of Section Eighteen (18), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.\*\*\*\*\*

PIN# 13-18-321-013

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L-10733-5

which has the address of 4309 N. Nottingham Street, Nocridge City, Illinois 60656 ("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."

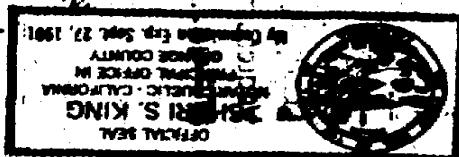
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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.

**UNOFFICIAL COPY**

SEARCHED INDEXED SERIALIZED FILED

CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES



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10

LOAN ASSOCIATION OF CHICAGO  
MEMBERS AND  
9343 WEST LIVINGSTON ROAD  
SCHILLER PARK, IL 60174-0008

GIVEN under my hand and affixed  
My Commission expires: 9-27-91

set ionb.

I, Sharif S. King,  
a Notary Public in and for said County and State,  
do hereby certify that Samuelle Largasa, my  
Furnished to me on the basis of  
satisfactory evidence  
Xxxxxxxxxxxxxxxxxxxxxxx to the same person(s) whose name(s) is  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument at this place and voluntary act, for the uses and purposes herein

STATE OF TEXAS  
COURT OF CRIMINAL APPEALS  
CLERK'S OFFICE

BY SIGNING BELOW, I AUTHORIZE ACCORDS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY ADDENDUM(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Supplemental [Check, a/plicable boxes(s)]  
Indicate all the categories and subcategories of this security classification as it (the subject) were a part of this security  
 Adjective w/ Race Rider       Conditional Rider       2-4 Family Rider  
 Graduate w/ Gymnast Rider       Friends Under Development Rider  
 Other(s) [Specify] \_\_\_\_\_

20. Lender to Possession. Upon satisfaction under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following foreclosure 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 costs of management of the Property past due, and then to the sums secured by this Security instrument.

21. Duties. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Waiver of Foreclosure. Borrower waives all right of foreclosed ownership in the Property.

23. Duties to the Security Instrument. If one or more rights are exercised by Borrower and recorded together with this Security instrument, the conveyances and assignments of this Security instrument as if it were a part of this Security instrument (the "Conveyances and Assignments of each such right shall be incorporated into and shall amend and supplement the Conveyances and Assignments of this Security instrument as if it were a part of this Security instrument).

19. Accidents/Incidents: Leader shall file with the Secretary Boardroom prior to accident/incident under paragraph 13 and 17 unless applicable law prohibits otherwise. The leader shall specify: (a) the details; (b) the action required to cure the accident/incident; (c) a date, not less than 30 days from the date the leader is liable to otherwise, by which the leader must be cured; and (d) the details to ensure the leader has the time needed to implement the corrective action.

NON-UNIFORM COVENANTS Discretionary and broader further override general usage as follows:

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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 Note; 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 law 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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Lender may take action under this paragraph, "Lender under this paragraph shall become additional debt of Borrower secured by this security instrument. Lender under this paragraph shall be payable, with interest, upon notice from Lender to Borrower the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Leander's Rights in the Property: Merger fails to perform the covenantants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leander's rights in the Property (such as a proceeding in bankruptcy), protection for condominiums to make repairs. Although Leander's actions may include paying any sums secured by a lien which has priority over Leander's rights in the Property, Leander's actions may include paying any sums secured by a lien which has priority over Leander's rights in the Property. Leander's actions may include paying any sums secured by a lien which has priority over Leander's rights in the Property. Leander's actions may include paying any sums secured by a lien which has priority over Leander's rights in the Property.

Instrumental immateriality prior to the acquisition.

6. Preexisting and Antecedent of Property; Lessees. Borrower shall not destroy, damage or substantially change the property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall fail completely with the provisions of the lease, and if Borrower acquires fee title to the property, the lessor shall have all rights and remedies available under law.

Under the terms of the agreement, any application of proceeds to principal, shall not extend to postponed payments referred to in paragraph 1 and 2 or change the amount of the payments under the terms of the agreement.

All insurance policies and contracts shall be acceptable to Lender and shall include a standard mortgage clause.  
Lender shall have the right to hold the policies and reserves. If Lender shall prompt notice to Lender all receipts of paid premiums and reserves, if Lender receives no notice, Borrower shall promptly give to Lender all receipts of paid premiums and reserves. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss in not made promptly by Borrower.

- Changes in interest rates, tax laws, or other shall pay all taxes, assessments, charges, dues and impositions attributable to the property which may claim priority other than Securty instruments, and researched payments of ground rents, if any.
- Borrower shall pay taxes, assessments, charges, dues and impositions attributable to the property which may claim priority other than Securty instruments, and researched payments of ground rents, if any.
- Borrower shall pay taxes, assessments, charges, dues and impositions directly, Borrower shall promptly furnish to Lender to be paid under this paragraph to the Person or maker of amounts pay them on time directly to the Person or maker of amounts pay them on time directly to the Person or maker of amounts to be paid under this paragraph 2, or if not paid in that manner, Borrower shall pay taxes, assessments, charges, dues and impositions directly to the Person or maker of amounts to be paid under this paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender to be paid under this paragraph the paymens.

Note: third, to amounts paid after under paragraph 2; fourth, to metered due; and last, to principal due.

3. Application for payment. Unless otherwise provided by law, payments received by Lender under this Agreement are conclusive of the sums secured by this Security Instrument.

Upon any event in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender to the sole of the property or its acquisition is sold or squandered, any funds held by Lender under applicable law, no later than immediately after to the sale of the property or its acquisition by Lender, any funds held by Lender at the time of

31 Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the accrued interest when 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 of the Fund 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, this Security Instrument.

service for **Borrowers**, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by such debts and credits as may accumulate on the Funds.

Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that the Funds shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay dividends and interest on the Funds. Lender requires interest to be paid, Lender shall not be required to pay dividends and interest on the Funds.

one-twelfth of (a) yearly taxes and assessments which may accrue prior to over this Security Instruments; (b) yearly interest paid by lessees and assessors which may accrue prior to over this Security Instruments; and (d) yearly mortgagelike payments of premiums, if any.

The principal of and interests on the debt evidenced by the Note and any prepayment and late charges due under the Note.