

# UNOFFICIAL COPY

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## REAL ESTATE TAX SERVICE RIDER TO THE MORTGAGE

THIS REAL ESTATE TAX SERVICE RIDER is made this 26th day of MARCH 19\_90 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMERICAN HOME FINANCE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at 7029 CAROL DRIVE, NILES, ILLINOIS 60648

(Property Address)

Paragraph 2 of Uniform Covenant 2 of said Security Instrument is amended to read as follows:

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest 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 Borrower any interest or earnings on the Funds. Lender shall give to Borrower, 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 this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Real Estate Tax Service Rider.

Victor Bianchi  
\_\_\_\_\_  
Borrower

Slater A. Bianchi  
\_\_\_\_\_  
Borrower

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**MORTGAGE** 0970004

THIS MORTGAGE ("Security Instrument") is given on **March 26**, 1990. The mortgagor is **VICTOR BIANCHINI AND SHARON A. BIANCHINI, HUSBAND AND WIFE** ("Borrower"). This Security Instrument is given to **AMERICAN HOME FINANCE, INC.**, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1250 WEST NORTHWEST HIGHWAY, SUITE 700, PALATINE, ILLINOIS 60067** ("Lender"). Borrower owes Lender the principal sum of **Eighty Thousand and No/100 Dollars (U.S.\$ 80,000.00)**. 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 **April 1, 2020**. 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:

The **Rees 24.83 feet of the West 68.87 feet of LOT FORTY ONE---(41)** in Chesterfield Hills Resubdivision Unit One of part of First Addition to Dempster-Waukegan Road Subdivision in the Northwest Quarter (4) of Section 10, Township 41 North, Range 13, East of the Third Principal Meridian, according to Plat of said Chesterfield Hills Resubdivision Unit One registered in the Office of the Register of Titles of Cook County, Illinois, on November 13, 1980, as Document Number 1982188. **3868850**

which has the address of **7029 CAROL DRIVE**, **NILES**, **(Street)** **(City)**  
**Illinois** **60648** **("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 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.

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<p style="text-align: right;">(Address) PLATINE, ILLINOIS 60067 (Name).....</p> <p style="text-align: right;">SUSAN HALFORD</p> <p style="text-align: right;">The instrument was prepared by My name is Susan Halford, State of Illinois Master Practitioner, Date of Birth 7/29/79</p>
<p style="text-align: right;">Notary Public DALLAS, ILLINOIS My Commission Number 73299 Master Practitioner, State of Illinois "OFFICIAL SEAL"</p>

Given under my hand and official seal, this 26th day of March 1990.

set forth.

Signed and delivered to the said instrument as THEIR free and voluntary gift, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY  
, personally known to me to be the same person(s) whose name is set forth below,  
do hereby certify and declare that they are public record for said county and state.

STATE OF ILLINOIS  
REGISTRAR OF TITLES  
COUNTY OF COOK  
VICTOR BIANCHINI AND SHARON A. BIANCHINI, HUSBAND AND WIFE

CHICAGO TITLE INSURANCE COMPANY

(Seal)

(Seal)

COUNTY OF COOK

RECORD AND RETURN TO:  
THE HUNTINGTON MORTGAGE COMPANY  
2361 MORSE ROAD  
COLUMBUS, OHIO 43287  
RECORDED AND RETURNED  
SHARON A. BIANCHINI  
VICTOR BIANCHINI  
13-13-13  
Lender  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)

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

Other(s) (specify) RUL STATE TAX SERVICE RIDER TO THE MORTGAGE

Graduated Payment Rider  Planned Unit Development Rider

Adjustable Rate Rider  Condominium Rider  24 Family Rider

Instrument [Check applicable boxes(es)]

Instrument The covenants and agreements of each security instrument as if the rider(s) were a part of this Security  
23. Right to the Security Interest. If one or more riders are executed by Borrower and recorded together with  
this Security Interest, 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  
22. Waiver of Homeowner's Right of Homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
receives bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.  
costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on  
the property including those parts due and manage the property and to collect the rents, by applying first to payments of the  
appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicicial  
prior to the acceleration of any debt or other deficiency of the property and to sell the property at any time  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and to any time  
but not limited to, reasonable fees and costs of title evidence.

Lender shall be entitled to collect all expenses provided in the instrument by judgment or  
this Security Interest without further demand and may foreclose this Security Instrument in full or all sums secured by  
before the date specified in the notice, Lender at his option may require immediate payment of all sums secured by  
exclusion of a default or any other deficiency of Borrower to accelerate the foreclosure proceeding the non-  
inform Borrower of the right to reinstate after acceleration and the date to meet in the foreclosed property and  
before the date specified in the notice, Lender at his option may require immediate payment of all sums  
secured by this Security Interest, foreclose by judicial proceeding, The notice shall further  
and (d) shall require to cure the deficiency or before the date specified in the notice may result in acceleration of the sum  
and (c) a date not less than 30 days from the date the notice is given to Borrower to cure the deficiency must be cured  
unless application law provides otherwise). The notice shall specify: (a) the date of the acceleration and the date  
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
breach of any covenant in this Security Interest under paragraph 13 and 17

NON-UNIFORM COVENANTS. Lender further covenants and agrees 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 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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Lender may take action under this paragraph, Lender does not have to do so.

7. Protection of Lenders' Rights in the Event of Merger or Involuntary Liquidation. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation action or to enforce liens or regulations), then Lender may do and pay for whatever is necessary to protect his interest in the Property. Lenders' rights in the Property may be exercised by Lender, paying reasonable attorney's fees and costs and incurring any sums received by a licen which has priority over this Security Interest.

6. Preferential and Maintenance of Property; Leasesholds. Borrower shall comply with the provisions of the lease, and if Borrower secures title to the Property, the lesseehold and change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold,

Postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of the charge if the amount of the payment is paid within the time limit, and apply the same rules as for the acquisition of the property by the lessee under paragraph 19 of the Property Act.

When the notice is given, any application for permission to proceed shall not extend so far as to affect any other application.

Unless Landlord and Borrower do otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the Property damaged, if the restoration of repair is economically feasible and Landlord's security is not breached. If the restoration of repair is not economically feasible and Landlord's security is not breached, if the insurance proceeds are applied to otherwise agree in writing, insurance proceeds shall be applied to restoration of repair.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals until payment in full is made to Lender. If Lender receives notice of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make good receipt of loss if not made promptly by Borrower.

**3. Hard Insurance.** Borrower shall keep the property, equipment now existing or hereafter erected on the Property of the primary nature.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (b) contributes in good faith to the elimination of the obligation incurred by the lien in a manner acceptable to Lender; or (c) defers payment of the obligation incurred by the lien in a manner acceptable to Lender.

4. **Chargers; Loans.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may directly or over this Security Instrument, and leasehold payments of ground rents, if any, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

means immediately prior to the payment of the amounts received by this Recipient, and further need by Recipient at the time of application and a certification of payments, certifying receipt of the sums received by its Recipient under the Note; second, to prepay amounts otherwise due under the Note; third, to late charges due under the Note; fourth, to prepayment charges due under the Note; and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due by Recipient under the Note; third, to late charges due under the Note; fourth, to prepayment charges due under the Note.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the due date of all the borrow items, shall exceed the due date of the borrow items, the sum of monthly payments of Funds borrowed to buy items will be added to the amount of the Fund held by Lender to pay the extra items when due.

pledge for which each debtit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

**1. Payment of Principal and Interest; Preparation and Late Charge.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any charge due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold improvements or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly motor-vehicle insurance premiums, if any. These items are called "Taxes and Insurance Items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future Tax and Insurance Items.