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FORM 4192

445

DOCUMENT NO. 9

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

DATE OF SEARCH:

802307

50 SEP-4 AM 10:17

PROPERTY CLERK'S OFFICE

RESULT OF SEARCH

None
None

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

~~12-5-86~~



Property of Cook County Clerk's Office

12-5-86

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Customer # TRW

Torrens MERLE Filing Date 9-4-90

Of # 1249001 I.F. Date 12-9-86

Grantor ANTHONY M DE LAURICIS

S.S.# _____

Grantor ANTONETTI M DE LAURICIS

S.S.# _____

Grantee _____

S.S.# _____

Grantee _____

S.S.# _____

PIN# 2975240-150 Tax # 257250

Fed Lien Bechtel 102307 - CIP

Title Officer 6240

Title Company TRW

Trust Dept. _____ Survey Dept. _____

Approved _____ Approved _____

Refused _____

Type of Document _____ Number _____

Mtg

Total No. Docs 1

Logged _____	Microfilm _____
To Tax Dept. _____	Ref'd _____
Previewer _____	Date _____
Typist _____	Date _____
Revisor _____	Date _____
New Cl. # _____	Date _____
Delivery _____	Date _____

Customer Signature _____

Property of _____ County Clerk's Office

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This instrument was prepared by:

William Payton

63 S. Lafayette St., Valparaiso, IN 46383

(Address)

MORTGAGE

3908969

THIS MORTGAGE is made this 29th day of August 1990, between the Mortgagor, Anthony M. Delaurentis & Antoinette R. Delaurentis His Wife, (herein "Borrower"), and the Mortgagee, INDIANA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of Indiana whose address is 56 South Washington Street - Valparaiso, Indiana 46383 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 8000.00 which indebtedness is evidenced by Borrower's note dated August 29, 1990 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on September 4, 1995;

TO SECURE to Lender 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT FIVE (except the North 0.50 foot thereof)---(5) in Second Addition to Bolek's Subdivision, being a Subdivision of part of Lot 4, in Bolek's Subdivision of part of the East Half (4) of the Northeast Quarter (4) of Section 36, Township 36 North, Range 14, East of the Third Principal Meridian, lying north of the center line of Thornton-Lansing Road, according to Plat of said Second Addition to Bolek's Subdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 1, 1971, as Document Number 2590514.

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Plat # 29-36-200-150

which has the address of 17900 Rose Lansing Illinois 60438 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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Submitted by _____
 Address _____
 Proposed _____
 Under cert. to _____
 Address _____
 Deliver certificate to _____
 Dated to _____
 Address _____
 Notified _____

46383
 63 South Lake Street
 JUDITH W. SCOTT
 TUDMAN FEDERAL

6968066
 TRU

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
 Lender: *Anthony M. Delaurante*
 Borrower: *Anthony M. Delaurante and Antoinette M. Delaurante*
 STATE OF ILLINOIS, County of Cook
 John C. Mistora, Jr., Notary Public
 My Commission expires 10/30/92
 Given under my hand and official seal, this August 29th 1990

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST
 Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
 20. Release Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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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 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. 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.

11. **Successor and Assigns Bound; Joint and Several Liability; Co-signers.** 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **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 delivering it or 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 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.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 assert in the foreclosure proceeding the nonexistence 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall remain unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

UNIFORM COVENANTS, BORROWER AND LENDER SHALL FOLLOW:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum the "Funds" equal to one-tenth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may accrue over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium insurance for hazard insurance, plus one-twelfth of yearly premium installments for firework insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and a reasonable estimate thereof. Borrower shall not be obligated to make such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust of such holder to an institutional lender.

If Borrower pays funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said accounts or verifying said assessments and bills, unless Lender pays Borrower interest on the Funds and applies the same to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and interest on such agreement is made or applicable in the event that interest is not 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 Mortgage.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents shall 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 shall not be 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 in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than ninety days prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a condition against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to any other amounts payable on the Note and then to the principal of the Note.

4. Prior Mortgages and Debts of Trust. If there is any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, Lender shall have the right to hold the position and remain subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage.

5. Hazard Insurance. Borrower shall keep the improvements to now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "fire" and covered coverage, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the position and remain subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage.

6. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not commit waste or permit a partition or severance of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the deed, declaration or covenants governing or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents.

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, then Lender, at Lender's option upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with applicable law.

8. Lender's Lien. Lender's lien upon the Property shall be a first lien in priority to all other liens, including mortgages, deeds of trust, judgments, liens, and other liens, except as otherwise provided in this Mortgage. Lender's lien shall extend to all improvements on the Property, including additions, alterations, and other improvements, and shall include the right to hold the position and remain subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Insurance. Lender shall keep the Property in good repair and shall not commit waste or permit a partition or severance of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the deed, declaration or covenants governing or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents.

10. Assignment. Lender shall have the right to assign this Mortgage to any other lender or assignee, and the assignee shall have the same rights and obligations as Lender under this Mortgage. Lender shall not be bound by any assignment of this Mortgage unless the assignee is a member of the same institution as Lender.

11. Entire Agreement. This Mortgage, together with the Note, shall constitute the entire agreement between Borrower and Lender, and shall supersede all other agreements, understandings, or negotiations between Borrower and Lender, whether written or oral, made prior to the date of this Mortgage.

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