

3921571

DR. LOAN NO. 05-30040-11

IN DUPLICATE

CAROL HOSELEY BRAUN
REGISTRAR OF TITLES

1990 OCT 25 AM 10:54

This instrument was prepared by
Helena Durbak
Hoyle Savings and Loan Association
4786 N. Milwaukee Avenue
Chicago, IL 60630
and return to:

ATTORNEYS TITLE
GUARANTY FUND, INC.
29 S. LASALLE 5th FLOOR
CHICAGO, IL 60603
312-372-8361

Submitting 3921571

Address

Premises

Deliver cart to

Office

Deliver subject to

to

less

and

AUGUSTO

3921571

MORTGAGE

This Mortgage ("Security Instrument") is given on October 4, 1990. The mortgagor is RUSSELL T. HERBERG and DEBORAH L. ANGELINI, his wife.

"Borrower". This Security Instrument is given to Hoyle Savings and Loan Association, which is organized and existing under the laws of the State of Illinois, and whose address is 4786 N. Milwaukee Ave., Chicago, IL 60630 ("Lender")

Borrower owes lender the principal sum of EIGHTY THOUSAND AND NO/100ths (\$80,000.00) 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 October 1, 2005. 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 SIXTEEN----- (16)

In Block Three (3) in Gladstone Gardens, a Subdivision of Lots 1 and 2 (except therefrom the Northerly 150 feet thereof, lying immediately South of and at right angles to the South line of the Chicago and Northwestern Railroad Right of Way in the Circuit Court Partition of that part of the West Half (1/2) of the Northeast Quarter (1/4) of Section 9, Township 40 North, Range 13, East of the Third Principal Meridian, South of the Chicago and North Western Railroad Right of Way.

PIN#: 13-08-220-022-0000

REAL ESTATE TAX INDEX NO.

which has the address of 5236 N. Mantona, Chicago, Illinois 60630 ("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 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.

NOTE IDENTIFIED

3921571

HOYNE SAVINGS and Loan Association



"OFFICIAL SEAL"
BRUCE PIEPENBRINK
Notary Public, State of Illinois
My Commission Expires 1/30/91

SAFE SINCE 1887
Member: Federal Savings and Loan Insurance Corporation
Federal Home Loan Bank Board

STATE OF ILLINOIS
COUNTY OF COOK
SS
Bruce Piepenbrink
I, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that RUSSELL J. HERBERG and DEBORAH L. ANGELINI, his wife,
personally known to me to be the same persons, whose name is
are subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that they
the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 19th day of April, 1990.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instru-
ment and in any rider(s) executed by Borrower and recorded with it.
Borrower: Russell J. Herberg (Seal)
Borrower: Deborah L. Angelini (Seal)

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 following 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. 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 ap-
plied 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. Borrower shall pay recordation costs. Together with a release fee.
22. Waiver of Homestead. Borrower waives all right of homestead exemption 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. (Check applicable box(es))
 Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Graduated Payment Rider
 Planned Unit Development Rider
 Other(s) [specify]

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UNOFFICIAL COPY

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 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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