

# UNOFFICIAL COPY

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011891718

## MORTGAGE

106066  
PROPERTY RECORDS OFFICE'S OFFICE  
THIS MORTGAGE ("Security Instrument") is given on JULY 3, 1991, The  
mortgagor is ALFRED B. POMELLA JR AND OLGA A. POMELLA, HIS WIFE,

("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings,

which is organized and existing under the Laws of United States of America, and whose address is  
6700 W. North Ave, Chicago, Illinois 50635.

Lender ("Lender" or "Borrower's Lender") is THIRTY NINE THOUSAND FIVE HUNDRED AND NO /100 Dollars (U.S. \$ 39,500.00). 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 AUGUST 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 NORTH 1/3 OF LOT 48 IN JOHN W THOMPSON AND COMPANY'S FIRST ADDITION TO ELMWOOD PARK GARDEN, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN #12-25-219-021-0000

NOTE IDENTIFIED

3979204

which has the address of 2906 N 74TH AVE ELMWOOD PARK  
(City)

Illinois 60635 ("Property Address");  
(Zip Code)

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS, INC., 81 CLOUD, MN 56302 (1-800-307-8341) FORM MD-1 IL 2/6/91

Form 3014 9/90 (Page 1 of 6 pages)

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HANKEERS SECURITY INC. ST CLOUD MN 56303 (600-397-2411) Form No. 11-2001

Form 2014 900 (Page 2 of 6 pages)

substantially the less or take one or more of the options set forth above within 10 days of the filing of notice. may obtain priority over this Security instrument, Lender may file Borrower in notice identifying this instrument shall have standing the less to this Security instrument, Lender determines that any part of the property is subject to a lien which prevents the enforcement of the less or (c) secures from the holder of the less an agreement to transfer to Lender a portion of the less by, or delegates authority enforcement of the less to a legal proceeding which is filed in the less by, or delegates authority enforcement of the less to a trustee, assignee, creditor or operator to good faith efforts in writing to the payment of the obligation accreted by the less in a number acceptable to Lender; (d) transfers in good faith property under power (a) and promptly discloses any less which has priority over this Security instrument, (e) the payment.

In paragraph, it Borrower shall promptly furnish to Lender receipts evidencing this paragraph to the person owed payment. Borrower shall furnish to Lender all notices of nonpayment and pay due obligations in the manner provided in paragraph 2, if it does not paid in due manner, Borrower shall pay the property which may claim priority over this Security instrument, and leasehold payments of ground rents, any, Borrower shall return to the payee the amount paid under the paragraph 2, third, to another due fourth, to principal due and last, to any late charges due under the Note.

Paragraphs 1 and 2 shall be applied, first, to any prepayment claim charges due under the Note; second, to amounts payable under application of payments, unless applicable law provides otherwise, all payments made received by Lender under secured by this Security instrument.

side of the property, shall apply any funds held by Lender at the time of acquisition of side as a credit against the funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the property; and, prior to the acquisition of any loan payment in full of all sums received by this Security instrument, Lender shall promptly refund to Borrower any delinquency in the twelve monthly payments, in Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the face value when due, Lender may so notify Borrower to return, and, in Borrower for the excess funds in accordance with the requirements of applicable law, Lender shall account to the funds held by this Security instrument.

purpose for which each deposit to the funds was made. The funds are pledged as additional security for all sums secured by such case to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the earphones on the funds, Borrower and Lender may agree to do in any, however, that interest shall be paid on the funds, Lender agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or agreeable law reporting service used by Lender to compute interest with this form, unless otherwise provides otherwise, unless an Lender to make such a charge, however, Lender may require Borrower to pay a one-time charge for an independent real account of verifying the face value items, unless Lender pays Borrower interest on the funds and applicable law permits including Lender, if Lender is such an individual or in any federal home loan bank, Lender shall apply the funds to pay the funds held by Lender to an attorney who deposits are insured by a federal agency, substantially, or only.

The funds shall be held in an escrow account, Lender may release the funds to Lender for a lesser amount than the maximum allowed by another law that applies to the funds sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an escrow account for a period of time to 1974 as mandated from time to time, 12 U.S.C. § 260 (KESPA), unless Lender is entitled for a lesser amount may require Lender to hold funds in an amount not to exceed the federal key items are held "as them", Lender may, at any time, collect and hold funds in an amount paying insurance under the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment insurance premium, these funds are includable in the property premium, if any; (e) yearly mortgage insurance premium; (f) yearly leasehold payments of ground rents on the property, if any; (g) yearly hazard of property insurance premiums; (h) yearly utility taxes and assessments which may affect this Security instrument as a lessor on the property; (i) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds"), for (a) funds for taxes and insurance, Subject to applicable law or a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

1. Payment of Premium and Interest: Premium and Late Charges, Borrower shall promptly pay when due (UNIQUE) COVENANTS, Borrower and Lender covenant and agree as follows:

This Security instrument combines uniform covenants for national use and non-uniform covenants with limited application by jurisdiction to constitute a uniform security instrument covering real property.

Borrower (owner) shall timely record of the estate hereby conveyed and has the right to mortgagel and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

Instrument All of the foregoing is referred to as the property. All pledges and additons shall also be covered by this Security and fixtures now or hereafter erected on the property, and all easements, appurtenances,

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Form 301A 8/80 (Rev. 4-1974)

181 **INTERFERING WITH SECURITY INSTRUMENTS.** 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 of this security instrument or the Note are contrary to the law of any state or territory of the United States.

14. **Soldiers.** Any notice to Borrower provided for in this Security Instrument shall be given by depositing it or by mailing it by first class mail unless otherwise specified below:

13. **Joint Committee.** If the loan received by this Society from any individual or corporation, or from any charitable organization, exceeds \$100, the same may be paid into the joint account of the officers of the Society and the Board of Directors, and the amount so paid into the joint account shall be deducted from the amount of the loan received by the Society.

**71.** *Succesions and Aspects* and *Succesions* and *Aspects* form a *dialectic*, i.e., a *thesis*. The *conveniences* and *aspects* of this *succesional* *insumption* shall find and benefit the *succesions* and *aspects* of *order* and *harmony*, subject to the *provisions* of *temporality*. *However*, a *governance* and *affirmations* shall be joint and several. Any *thoroughfare* who *co-signs* this *succesional* *insumption* shall be *subject* to the *succesions* and *aspects* of *order* and *harmony*. The *governances* and *aspects* of this *insumption* shall be *subject* to the *aspects* and *aspects* of *order* and *harmony*. Any *thoroughfare* who *co-signs* this *succesional* *insumption* shall be *subject* to the *aspects* and *aspects* of *order* and *harmony*. The *governances* and *aspects* of this *insumption* shall be *subject* to the *aspects* and *aspects* of *order* and *harmony*.

11. **Horrower Not Referred; Purpose Not Stated**: Laissez-faire Not II. Whether laisser-faire is the true for payment of modulus of amortization of the dues secured by his Secuity instrument financed by friends or any successor in interest of Horrower shall not operate to release the liability of the original Horrower of Horrower's successors in interest. It under shall not be required to combine procedure pursuant to the laws set forth in the instrument of Horrower's successors in interest to extend time for payment of principal of the loans secured by his Secuity instrument by reason of any demand made by the otherwise modify instrument of the loans secured by his Secuity instrument by reason of any demand made by the original Horrower or Horrower's successors in interest. Any loan made by friend to the extent of the amount of the loans secured by his Secuity instrument by reason of any demand made by the original Horrower or Horrower's successors in interest shall be a waiver of or preclude the exercise of any right to enforce.

Letters I send and forward off to my wife in writing, any application of proceeds to proceed shall not exceed or postpone the due date of the monthly payables referred to in paragraphs 1 and 2 or change the amount of such payments.

If the property is subsequently sold by the owner, or if, after notice to him or her to sell the condominium offers to make an award to settle a claim for damages, the owner fails to respond to it under within 30 days after the date the notice is given, I consider it appropriate and apply the proceeds, in its opinion, either to restoration of property of the property or to the funds received by this Society that are, whether or not then due.

10. **(Undermining).** The proceeds of any award or claim for damages, direct or consequential, in connection with

9. In addition, under our tax return may make reasonable entries upon and descriptions of the property, under shall give following notice at the time of or later to inspect any vessel which may be used for the purpose.

of insurance companies, losses less than the premium paid by the insured may not be required to be recovered, at the option of the carrier, if insurance coverage is suspended.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notice. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

Form 3914-9-90 (spac. 547-0000)

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## LOAN RIDER

LOAN NO. 011891718  
DATE JULY 3, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

2906 N 74TH AVE, ELMWOOD PARK IL 60635

(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

X Alfred R Pomella Jr  
ALFRED R POMELLA JR Borrower

X Ola A Pomella  
OLA A POMELLA Borrower

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**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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 under paragraph 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 proceeding the non-existence of a default or any other defense of Borrower to acceleration and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

Form 3014-890 (page 5 of 6 pages)

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**24. 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 boxes]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider

Others) [specify] **LOAN RIDER**

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

*Alfred R. Pomella Jr.* ..... (Seal)  
ALFRED R. POMELLA JR. -Borrower

Social Security Number ..... 330-42-7466 .....

*Olga A. Pomella* ..... (Seal)  
OLGA A. POMELLA -Borrower

Social Security Number ..... 338-52-9891 .....

[Space Below This Line For Acknowledgment] -----

STATE OF ILLINOIS, ..... *Cook* ..... County ss:

I, the undersigned, a Notary Public in and for said county and state, certify that ALFRED R. POMELLA JR. AND OLGA A. POMELLA HIS WIFE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T. he Y. signed and delivered the instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of JULY, 1991.

My Commission expires:



RAYMOND F SEIFFERT  
ST PAUL FEDERAL BANK FOR SAVINGS  
6700 W NORTH AV  
CHICAGO, IL 60635

CAROL MOSELEY BRANCH  
REGISTRAR OF TITLES

11/15 Tree circ  
329 w Glucagon AUS  
ONE pt SR 60302