

**UNOFFICIAL COPY**

DPS 858

ILLINOIS - HOME IMPROVEMENT - 1-800-FMIA/FLMC UNIFORM INSTRUMENT

**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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may accrue during the year for the benefit of the property over the acreage and ground rents on the unit plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills presented to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such trust or mortgage is terminated.

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest demanded by the Note and late charges as provided in the Note.

and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrowers will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**TOGETHER** with all the improvements now or hereafter erected on the property, and in easements, rights, appurtelements and rents all of which shall be demanded to be and remain a part of the property, and all of the foregoing together with said property for the leasehold estate if this Mortgagee is an lesseeholder) are hereinafter referred to as the "Property".

**Illinoian 60154** \_\_\_\_\_ (Area Code) \_\_\_\_\_ (Zip Code)  
\_\_\_\_\_ (Residential Property Address);

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performs services of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, and the conveyee to Lender the following described property located in the County of Cook \_\_\_\_\_, State of Illinois.

**TO SECURE TO LENDER THE REPAYMENT OF THE INDEBTEDNESS evidenced by the Note, with INTEREST THEREON;** the payment of all other sums, which interest thereon, advanced in accordance with the terms of this Note, with interest thereon; the payment of all other expenses of Lender to Lender the preparation of the documents 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 \_\_\_\_\_,

the laws of the United States, whose address is 1 SOUTH DEARBORN  
CHICAGO, ILLINOIS 60603  
for the purpose of collecting debts due us by the above-named debtors.

JOSEPH COSENZA AND KATHY L. COSHLINE, HIS WIFE

THIS MORTGAGE is made this 17TH day of OCTOBER 1991, between the MORTGAGOR,

MORTGAGE  
400-17525  
CHICAGO, IL 60603  
010061860  
(Add 1000)

SHERRY YURGATIS

This instrument was prepared by: **CITIBANK**

Digitized by srujanika@gmail.com

## MORTGAGE

**NOTE IDENTIFICATION** *(11/21/71)* **1001**  
350 N. LaSalle Street  
Suite 250  
Chicago, Illinois

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010061860

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 account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender 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 unless such agreement is made or applicable law requires such 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 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 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit 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 paragraphs 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 interest payable on the Note, and then to the principal of the Note.

**4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any.

**5. HAZARD 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. 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 policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLD; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions 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 declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent 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 Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**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.

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**18. ASSIGNMENT OF RENTS; APPORTIONMENT 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 sell out such rents as they become due and payable.

**18. BORROWER'S RIGHT TO REINSTATE.** Notwithstanding Lenders' right to have any pre-accelerations begun by Lenders to enforce this Mortgage due to Borrower's breach, Borrower shall have the right to have any pre-accelerations begun by Lenders to enforce this Mortgage due to Borrower's breach, Borrower shall have the right to have any pre-acceleration of the sums secured by this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lenders all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower covenants or agreements 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; (d) Borrower pays all reasonable fees and expenses incurred in preparing and negotiating the covenants and agreements of Borrower contained in this Mortgage; (e) Borrower pays all reasonable fees and expenses incurred in the preparation and negotiation of such documents as may be required to effectuate the reinstatement of this Mortgage; and (f) Borrower pays all reasonable fees and expenses incurred in the preparation and negotiation of such documents as may be required to effectuate the reinstatement of this Mortgage.

17. ACCELERATION; REMEDIES. EXCEPT AS PROVIDED IN PARAGRAPH 18 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT OF BORROWER IN THIS MORTGAGE, LENDER PRIOR TO ACCELERATION, SHALL GIVE NOTICE TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, PROVIDED IN PARAGRAPH 12 HEREOF, THAT THE NOTICE IS MAILED TO BORROWER AT LEAST 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 AN ACCELERATION AND THE NOTICE SHALL SECURE BY THIS MORTGAGE, FORCLOSURE BY JUDICIAL PROCESSION, 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 FORCLOSURE PROCEEDING THE NONEXISTENCE OF A DEFALD OR ANY OTHER DEFENSE OF BORROWER TO ACCCELERATION AND FORCLOSURE PROCEEDING THE NONEXISTENCE OF THE BREACH BEFOR 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 FORCLOSE THIS MORTGAGE BY JUDICIAL PROCESSION, LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCESSION ALL EXPENSES OF FORCLOSE, INCLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

This mortgage may be impaired, or that there is an unascapable likelihood of a breach of any covenant or agreement in this mortgage, or if the required information is not submitted. Under this mortgage all of the sums secured by this mortgage to be immediately due and payable. If lender exercises such option to accelerate, lender shall notify of such notice to borrower within 12 hours. 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 remedy permitted by law.

**18. TRANSFER OF THE PROPERTY.** (1) 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 less than full interest to three Years not constituting an option to purchase, Borrower shall cause to be submitted information required by Lender to less note transfers as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and

15. **REHABILITATION PLAN AGREEMENT.** Borrower shall return all of Borrower's obligations under any loans option, may impure 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.

The BORNHEIMER S-1241 is a high frequency, high power, solid state transmitter designed for use in the 144 MHz band.

**13. GOVERNING LAW; SEVERABILITY.** The state and local laws applicable to this Mortgage shall be governed by the manner designated herein.

11. SUCCESSORS AND ASSIGNS SOUND, JOINT AND SEVERAL LIABILITY, CO-SIGNERS. The covenants and agreements herein contained shall induce to, the rights hereunder shall bind, and the heirs and executors of debtors shall be bound to, the respective successors and assigns of lenders and Borrower, subject to the provisions of Paragraph 18 hereto. All covenants and agreements of Borrower shall be joint and several. Any Borrower who goes into default shall execute the Note, is co-signing this Mortgage only to mortgagee, grants and conveys that Borrower's interest 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 may agree to extend, modify, forgive, or make any other accommodations with regard to this Note without releasing that Borrower or modifying this Mortgage or the property to that Borrower's interest in the property.

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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 attorneys' 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.

**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 Notices 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.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

~~GENE CUSHING~~ - BORIS WISE

KATHY L. CUSHING

- Beste wün

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STATE OF ILLINOIS

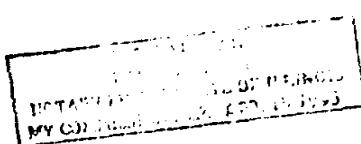
**County ss:**

Unsigned Notary Public in and for said county and state, do hereby certify that  
GENE CUSHING AND KATHY L. CUSHING, 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 doth vouchsafe that The X signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17TH day of OCTOBER, 1991.

**My Commission expires:**



Nothing Personal

**RECORD AND RETURN TO:** (Space Below This Line Reserved For Lender and Recorder  
**CITIBANK FEDERAL SAVINGS BANK**

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RECEIVED APR 6 1968  
CATHERINE OSELLA

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COMMUNITY TITLE GUARANTY CO.  
350 N. LaSalle Street  
Suite 700  
Chicago, IL 60601  
(312) 467-0010  
DPS 879