

# UNOFFICIAL COPY

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RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON NOVEMBER 14, 1991, AS A RECORD OF THE SECURITY INSTRUMENT FOR THE AMOUNT OF \$191,250.00, DUE AND PAYABLE ON DECEMBER 1, 2021, WHICH SECURITY INSTRUMENT SECURES THE PAYMENT OF THE PRINCIPAL SUM OF \$191,250.00, 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.

Recd 3  
MORTGAGE

(Space Above This Line For Recording Data)

This instrument prepared by **MORTGAGE**

JENNIFER DEMARO  
MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYER'S ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 14, 1991**. The mortgagor is **ALBERT A. PISTERZI AND JOSEPHINE B. PISTERZI, MARRIED TO EACH OTHER,**

("Borrower"). This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FIFTY & 00/100 Dollars (U.S. \$ 191,250.00)**.

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 **DECEMBER 1, 2021**. 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:

That part of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, lying North of the Center line of Bridlewood Road, a private road, as shown on Plat of Survey of said road, recorded August 26, 1955 as Document Number 16344881 in Cook County, Illinois, West of the East 440.0 feet thereof and East of the West 30 feet thereof

04-11-403-043

which has the address of **17 BRIDLEWOOD ROAD, NORTHBROOK  
60062** ("Property Address");

[Zip Code]

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

MP-6R(IL) (91ds) VMP MORTGAGE FORMS (313)293-8100 (800)521-7291

[Street, City];

Form 3014 9/90  
Amended 5/91

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Initials: *[Signature]*

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require in Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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**B. Margin of Insurance.** If Leander received mortality insurance as a condition of making the loan secured by this security instrument, Bottowser shall pay the premium as required to maintain the mortgagor insurance in effect. For any reason, the mortgagor's insurance coverage ceases to be in effect, Bottowser shall pay the premiums required to obtain coverage subsequently equivalent to the mortgagor's previous insurance coverage in amount, at a cost substantially equivalent to the cost of Bottowser's previous insurance in effect, from an insurance company acceptable to Leander. If Bottowser fails to pay the premiums required to maintain the mortgagor's insurance coverage subsequently equivalent to the mortgagor's previous insurance coverage in amount, at a cost substantially equivalent to the cost of Bottowser's previous insurance in effect, Leander will accept the new insurance policy as a loss payee as a substitute for Bottowser.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to otherwise in writing, shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform its obligations and agreements contained in this Security Instrument, or fails to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and shall continue to do so the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Landlord otherwise agrees in writing. This Security instrument creates an obligation to copy the Property as Borrower's principal residence within sixty days after the execution of circumstances exist which are beyond the power's control. Borrower shall hold the unreasonableness of impact of the Property to determine, or committal waste of the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Landlord's security interest; Borrower's remedy or otherwise will be default and remissive, as provided in paragraph 18, by causing it to be dismissed with a ruling that, in Landlord's good faith determination of the borrower's security interests; Borrower's property or otherwise necessarily impacts the loan created by this Security instrument or Landlord's security interest; Borrower's right to possession of the loan application process, gives Borrower's security shall also be in default if Borrower, during the loan application process, fails or inaccurately communicates or transmits to Landlord (or failed to provide) the many material information with the loan application process, including but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence, the Security instrument is in a leasehold, Borrower may negligently or carelessly fail to pay the rent, or fail to make timely payments of taxes, insurance premiums, or other expenses required by the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall be merged unless Landlord agrees to the merger in writing.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the repair is economically feasible and Lender's security is not lessened; if the repair is not economically feasible, insurance proceeds shall be applied to restoration or repair of Lender's security. The insurance company shall pay the insurance proceeds directly to Lender, who shall then pay them to Borrower.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard mortgage clause; Leander shall have the right to hold the policies and renewals. If Borrower fails to pay premiums and renewal notices, Leander may make proof of loss if not made promptly by Borrower.

**5. Hazard or Property Insurance.** Borrower shall keep the insured volume(s) now existing or hereafter created on the Property to protect its insurance coverage to Project Leader's satisfaction with Paragraph 7.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

**11. 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.

**12. 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.

**13. 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.

**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.



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1991 NOV 27 PM 12:46  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

4014416  
1507783

Guarantor held  
by: Haballe H. S.  
Chgs. De 60602

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 box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 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.

Witnesses:

Albert A. Pisterzi (Seal)  
ALBERT A. PISTERZI -Borrower

Josephine B. Pisterzi (Seal)  
JOSEPHINE B. PISTERZI -Borrower

STATE OF ILLINOIS,

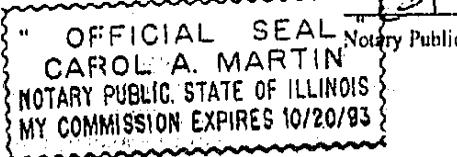
County ss:

I, CAROL A. MARTIN, a Notary Public in and for said county and state do hereby certify that ALBERT A. PISTERZI AND JOSEPHINE B. PISTERZI, MARRIED TO EACH OTHER,

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY he signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18<sup>th</sup> day of November, 1991.

My Commission Expires:



This Instrument was prepared by: