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PLEAUEL BY X
WHEN RECORDED MAIL TO:

COUNTRYNIDE FUNDING CORPORATION COMBN 8V-79 / DODUMENT CONTROL DEPN

YAN NUYB, CALIFORNIA 91416-0266

LOAN#: 2403154

EBCROW/CLOSING ...

04019202

BPAGE ABOVE FOR RECORDERS USE

MORTGAGE

AIL TO

THIS MORTGACIL ("derurity Instrument") is given on November 23, 1994

RICHARD H SOBOTTA,

AND EVELYN B SOBOTTA, HUSPAND AND WIFE AS JOINT TENANTS

, The mortpulor is

DEPT-01 RECORDING \$33.5 T+0014 TRAN 3588 12/06/94 10:33:00 66251 \$ AH #-04-019202 COOK COUNTY RECORDER

("Bottower"). This Security Instrument is given to COUNTRYNIDE FUNDING CORPORATION which is organized and existing under the laws of NFW YORK address is

, and whose

165 NORTH LAKE AVENUE, PASADENA, CA 91119

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED AND 30/100

THE EAST 11 FEET OF LOT 21 AND LOT 22 IN BLOCK 3 IN KINSEY'S CANTIELD ROAD SUBDIVISION OF PART OF SECTIONS 1 & 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 12-12-104-072

ILLINOIS - Single Family - Fannia Mac/Freddie Mac UNIFORM INSTRUMENT

601 (IL) (8108)

CFC (06/94)

TRET-ISE(008) - HMHO+ HOADTROW NMV

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0 4 6 1 9 9 0 3

LOAN #: 2403154

which has the address of 7800 W. CATALPA, CHICAGO

[Street, City]

Illinola 60656-

("Property Address");

(Zip Code)

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 select of the entite 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 juricules on 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 via the dobt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and ast arance. 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 uttain priority over this Security Instrument as a tien on the Property; (b) yearly feasehold payments or ground rems on the Property, it say; (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 so exceed the maximum amount a lender for a federally related mortgage loan may require for 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 e set. ("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 homs or otherwise in accordance with applicable law.

The Punds shall be hold in an institution whose deposits are insuced by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home that finds. Lender shall apply the Funds to pay the Bacrow Items, Lender may not charge Borrower for holding and applying the Funds, cannually analyzing the escrow account, or verifying the Bacrow 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 n one-time charge for an independent real estate are 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 of parmings 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 shell 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 Excrow ttems when due, Lender may so notify Borrower in writing, and, in such case corrower 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 Borrawer any Funds held by Lender. If, under paragraph 21, Lender shall acquire or soil 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 puragraph 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

Form 8014 \$/00

obligations in the manner provided in paragraph 2, or if not paid in that manner, iterrower shall pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of annuming 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 llen which has priority over this Security Instrument unless Borrower: (n) 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 florrower a notice identifying the lien. Burrower shall satisfy the lien or take one or more of the actions act forth above within 10 days of the giving of notice.

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 Conder requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance currier providing the insurance shall be chosen by Borrower subject to Londer's approval which shall not be unreasonably withhead. If therewer fails to maintain coverage described above, Londer may, at Londer's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Ail insurance policies and seconds shall be acceptable to Lender and shall lactude 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 notices. 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 Horrower otherwise with in writing, insurance proceeds shall be applied to 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 in repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day partial will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any amplication 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 in Borrower's principal residence within staty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal confidence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not desire, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Burrower shall be in defaul. If any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeling of the Property or otherwise materially impair the lien created by this Security Instrument or Lendor's security interest. Burroy or may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a miling 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 four application process, gave materially fulse or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan cylclenced 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 leasuhold, 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 Londer aurees to the merger in wilting.
- 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

Form 3014 9/80

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 remire. 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 accured 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. Merigage insurance. If Londer 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 Londer lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage minimantally 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 Londer. If substantially equivalent mortgage insurance overage is not available, Borrower shall pay to Londer each month a sum equal to one-twelfth of the partitional mortgage insurance premium being paid by Borrower when the insurance coverage insurance. Loss reserve payments may no longer be required, at the option of Londer, if mortgage insurance coverage (in the amount and for the period that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain average insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any virition agreement between Borrower and Londer 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 impection 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 respect, 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 2 is 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 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 foir market value of the Property immediately before the taking, divided by (b) the foir market value 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 Horrower and Lender otherwise agree in writing or unless applicable taw 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 condomnor 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 Horrower otherwise agree in writing, any application of proceeds to principal avail not extend or postpone the due date of the mouthly payments referred to be paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums accuract by this Security Instrument granted by Lender to any successor in Interest of Forrower shall not operate to release the liability of the original Burrower or Borrower's successors in interest. Lender shall not be required to commonce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify may custom of the sums secured by this Security Instrument by reason of any demand made by the original Burrower or Burrower's successors in interest. Any forbearance by Lender in exercising my right or remedy shall not be a walver 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 morrgage, 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 my other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Burrower's consent.

Form 8014 8/80

- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets muximum foan 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 saking 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 mother method. The notice shall be directed to the Property Address or any other address Borzower 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. An over shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property v.c.n Beneficial Interest in Horrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Horrower 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 Socurity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the dute of this Security Instrument.

If Lendor 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 cortain 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 Properly presuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. The c-conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note, while 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 re-soundly 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 rein-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 (agether 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, Serrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. 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, Inward or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

Form #019 9/90

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 linvironmental 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 peakeldes and herbicides, volutile solvents, materials containing aspestos 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 incated that relate to benith, safety or environmental protection.

NON-UNIPORM COVENANTS. Borrower and Londer further covenant risk surce as follows:

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Horrower's breach of any covenant of as reement 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 tays 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, Oreckstive 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 all 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 designat 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, ressonable attorneys' fees and costs of title evidence.

22. Release. Upon paymont of all sums secured by this Security Instrument, Lender shall release this Security Justiument to Borrower, Burrower shall pay any recordation costs, Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Walver of Homestend. Borrower walves all right of homestend exemption in the Property.

24. Riders to this Security Instrument. If one or more riders for executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider \$1000 incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were want of this Security Instrument.

[Check applicable box(cx)]  Adjustable Rate Rider(s)  Craduated Payment Rider  Balloon Rider  V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [speelfy]	1-4 Family Rider Biweekly Payment Rider Seennd Home Rider
		Office of the second

## UNOFFICIAL COPY

LOAN #: 2403154

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

Witnesses:

	RICHARD H SOROTTA (Soul)
**************************************	EVELYN B SOBOTTA (Scal)
	-Horriwor
	(Sonl) ·Borrower
STATE OF ILLINOIS,	County and COCAL
1 -1118 0008 42 1010 0 12	, a Monery Public in and for said county and maso do hereby certify that
subscribed to the foregoing instrument, appeared before it algorithm and delivered the said instrument as ALLA I	ne this day of the further some person and solution of the sum person and solution of the sum person and solution of the sum person and solution of the soluti
My Commiscin, September 10/17/98	Nmary Public

Poons Annie Work Comment

## **UNOFFICIAL COPY**

OFFICIAL SEAL
AMY DOERZAFH
Notary Fublic, Seal of Illinois
My Commission Papiron 10/17/98

REPUBLIC TITLE COMPANY
1500 W. SHURE 60004
ARLINGTON HEIGHTS, L. 60004