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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY NINETEENTH
 1987 The mortgagor is STANLEY A. DECOSMO JR. AND BARBARA J. DECOSMO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MERRILL LYNCH MORTGAGE CORPORATION
 which is organized and existing under the laws of THE STATE OF NEW YORK, and whose address is
 C/O GMAC MORTGAGE CORPORATION, P.O. BOX 780, WATERLOO, IOWA 50704
 ("Lender").
 Borrower owes Lender the principal sum of TWO HUNDRED FORTY-NINE THOUSAND AND NO/100

Dollars (U.S. \$ 249,000.00). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on MARCH 01, 2002. This Security Instru-
 ment secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions
 and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security
 of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instru-
 ment and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described
 property located in COOK County, Illinois:

A-A-D
 PERMANENT INDEX NUMBER: 01-27-204-005 ✓

LOT 88 IN SOUTH BARRINGTON LAKES UNIT 2, BEING A SUBDIVISION OF PART OF SECTION
 27, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 COUNTY, ILLINOIS

THIS INSTRUMENT WAS PREPARED BY:
 MERRILL LYNCH MORTGAGE CORP
 500 PARK BLVD
 SUITE 70
 ITASCA, ILLINOIS 60143
 KIMBERLY HOLTE

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which has the address of 31 REVERE DRIVE [Street] BARRINGTON [City]
 Illinois 60010 ("Property Address");
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, ap-
 purtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or here-
 after 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 seised 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 en-
 cumbrances 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.

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LJ

Notary Public

Robert R. Jones

My Commission expires: 6-10-90

Given under my hand and official seal, this 19th day of February, 1987

set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

• personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that STANLEY A. DECOSMO JR. AND BARBARA J. DECOSMO, HUSBAND AND WIFE

, a Notary Public to and for said county and state,

COK County Seal

I, the undersigned

STATE OF ILLINOIS.

(Space Below this Line for Acknowledgment)

COOK COUNTY RECORDER

405-91 RECORDING

(Seal)

BARBARA J. DECOSMO
STANLEY A. DECOSMO JR.
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with this Security Instrument and agrees to the terms and covenants contained in this Security

Other(s) [Specify] Graduated Payment Rider Planned Unit Development Rider 1-4 Family Rider

Adjustable Rate Rider Condominium Rider I-A Family Rider

Instrument, including those rights of homesteaded exemption in the Property, 23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, if any rider(s) were a part of this Security

22. Waiver of Homestead, Borrower waives all right of homesteaded exemption in the Property, 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower, and then to the sums secured by this Security

20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following default, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due, Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property, but not limited to, receiver's fees, premiums on

19. Acceleration; Remedies, Lender shall give notice to Borrower to accelerate following Borrower's breach of any covenant or agreement in this Security Instrument under paragraph 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the default 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;

default; (b) the action required to cure the default; (d) that failure to cure the default may result in acceleration of the sums secured by this Security Instrument, for collection proceedings and sale of the notice may be cured;

inform Borrower of the right to remitate after acceleration and the right to assert in the notice the remedies provided in this instrument, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument, before the date specified in the notice, Lender at its option may foreclose this Security Instrument in full of all sums secured by this Security Instrument without further delay or expense, if the default is not cured on or before the date of a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument, before the date specified in the notice, Lender at its option may foreclose this Security Instrument in full of all sums secured by this Security Instrument, for collection proceedings and sale of the notice may be cured;

and (d) that failure to cure the default may result in acceleration of the sums secured by this Security Instrument, for collection proceedings and sale of the notice may be cured;

unless applicable law provides otherwise. The notice shall specify: (a) the date the default must be cured;

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;

default; (b) the action required to cure the default; (d) that failure to cure the default may result in acceleration of the sums secured by this Security Instrument, for collection proceedings and sale of the notice may be cured;

acceleration of the sums secured by this Security Instrument under paragraph 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the default 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;

NON-LINIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Lender may take action under this Paragraph 7, Lender does not have to do so.

free title shall not merge unless Lender agrees to the merger in writing.

Instrumentalimediatly prior to the acquisition.
6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substandardly change the property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and

Under Paragraph 19 the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments, if possession of the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments, if 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 interest.

When the property or its parts are described by this section, such term shall mean such part or parts as are given.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if in the restoration of real property, unless otherwise provided in this Section, may make payment of loss or damage to Lender, whether or not the same is covered by the insurance policy.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All renewals shall be made promptly by Borrower. Lender shall have the right to hold the policies and renewals. If Lender receives notices, all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to Lender. Lender may make a pro rata reduction in the amount of the loan if all made payments exceed the amount of the original loan plus interest and fees.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property of record, for the protection of the same against loss by fire, hazards included within the term "extreme and coverages", and any other hazards for which Lender requires insurance to protect his interest in the property.

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 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.

paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interests due; and last, to principal due.

any Funds held by Lennder. If under Paragraph 19 the Property is sold or acquired by Lennder, Lennder shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lennder, any Funds held by Lennder at the time of application as a credit, against the sums secured by this Security Instrument.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, and Lender shall account of which are insured by a general or specific escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender may agree to be paid interest on the Funds without giving notice 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 funds received from the Fund, and Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may agree in writing that all interest shall be paid on the Funds. Unless an applicable law requires interest to be paid on the Funds, Lender may not charge Borrower interest 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 funds received from the Fund, and Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may agree to be paid interest on the Funds without giving notice 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 funds received from the Fund, and Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender may agree in writing that all interest shall be paid on the Funds. Unless an applicable law requires interest to be paid on the Funds, Lender may not charge Borrower interest on the Funds.

2. **Liens on Taxes and Instruments.** Sought to appropriate all or 10% which was due under the Note, until paid in full ("Funds"), equal to one-twelfth of the day monthly payments due under the Note, until paid in full ("Funds"). One-twelfth of the day monthly payments are due under the Note, until paid in full ("Funds"), equal to one-twelfth of the day monthly payments which may attain priority over this Security Instrument; (b) yearly leasehold paymens which may attain priority over this Security Instrument; (c) yearly leasehold paymens of ground rents on property, if any; (d) yearly leasehold paymens of fixtures or premiums, if any. These items are called "escrow items". Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

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