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BOX 260

DEPT-01 RECORDING \$15.00
TW4444 TRAN 0077 09/12/89 11:44:00
#0669 # D --89-426876
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

This instrument was prepared by:
MARGARETEN & COMPANY INC
950 W 175TH ST HOMewood IL 60430
THIS MORTGAGE ("Security Instrument") is given on August
The mortgagor is
DOLORES V AIELLO, DIVORCED AND NOT SINCE REMARRIED

62101903
29th, 1989

("Borrower"). This Security Instrument is given to
MARGARETEN & COMPANY, INC.

a corporation which is organized and existing under the laws of the State of New Jersey, and whose address is

One Ronson Road
Iselin, New Jersey 08830
("Lender").

Borrower owes Lender the principal sum of

Fifty Thousand, and 00/100 Dollars (U.S. \$ 50,000.00). 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 September 1st, 2004. This Security Instrument 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 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:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of
18304 RIEGEL RD HOMWOOD, IL 60430

Property Address

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
MAR-1205 (Rev. 7/87)

Replaces IL-709 (Rev. 7/84) and MAR-1201 (8/86)

Form 3014 12/83

150

49124876 UNOFFICIAL COPY D. HOMESTEAD, T. 6043

LOT 1 IN OLIVERI'S SUBDIVISION OF THE NORTH 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF AND ALSO EXCEPT THE NORTH 191.42 FEET (THE WEST 150 FEET THEREOF) OF THAT PART OF THE NORTHWEST 1/4 OF THE WEST 150 FEET SECTION 5, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE HIGHWAY RUNNING NORTHERLY AND SOUTHERLY THROUGH SAID NORTHWEST 1/4, SOMETIMES CALLED CHICAGO AND VINCENTNES ROAD (EXCEPITING FROM SAID ABOVE DESCRIBED TRACT THE FOLLOWING DESCRIBED PARCEL: GOMMINGON AT THE SOUTHEAST CORNER OF SAID TRACT; THE NCE WEST ALONG SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 150 FEET; THE NCE WEST ALONG SOUTH LINE PARALLEL WITH SOUTH LINE OF SAID TRACT TO EASTELY LINE OF SAID TRACT; PARALLEL WITH SOUTH LINE OF SAID TRACT TO EASTELY LINE OF SAID TRACT; THE NCE SOUTH ALONG EASTELY LINE OF SAID TRACT TO POINT OF BEGINNING), ACCORDING TO THE PLAT RECORDED MARCH 21, 1984 AS DOCUMENT 27013491, IN COOK COUNTY, ILLINOIS.

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My Commission expires:
2/16/92

Given under my hand and affixed seal this
day of August 1989

before me this day in person, and acknowledge that he, she, those name(s) (is/are) subscriber(s) to the foregoing instrument as his, her, their free and voluntary act, for the uses and purposes herein set forth.

1. The Undersigned, a Notary Public in and for said county and state, do hereby certify that
DOLGRES V ATELLO, DIVORCED AND NOT SINCE REMARRIED

STATE OF ILLINOIS COOK COUNTY

2000

STATE OF MARYLAND

四庫全書

1000-100

1000-1-187

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument.

The following riders are acknowledged:

22. **What is Homeostasis?** How does the body maintain homeostasis? Explain how the body maintains homeostasis.

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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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance 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.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, 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.

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 13 the Property is sold or 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 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 household 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 forfeiture of any part of the Property; 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.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal 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 Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Under paragraph 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have an improvement of this security instrument disclaimed at any time prior to the earlier of: (a) 5 days after payment of all unpaid installments; or (b) entry of a judgment against this security instrument before sale of the property pursuant to any power of sale contained in this instrument; or (c) entry of a judgment against 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 deficiency of any other conveyance of agreements, instruments and securities held by this Security instrument; and (c) pays all expenses incurred in enforcing this security instrument.

transferred for it to benefit third parties in Borrower's interest. Lender may, in 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 or if the date of this Security Instrument has been extended for more than one year from the date of the original extension. Lender may, in 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 or if the date of this Security Instrument has been extended for more than one year from the date of the original extension.

shall take the steps specified in the second part graph of paragraph 17.

Note of this Sectional Instrument underlines the fact that the rights of the holder of a negotiable instrument are limited by the instrument itself.

12. **Loan Secured by Securities** This Section is subject to law which sets maximum loan charges, and that law is interpreted so that the interest rate of other loan charges collected or to be collected in connection with the loan exceeds the permitted limits.

11. **Successions and Severable Clauses;** Joint and Several Bonds; Joint and Several Liability: (a) -Sigrum, The co-signants and agreements of this Security instrument shall bind and benefit the successors and assigns of joint and several and Borrower, unless to the provisions of paragraph 12. Borrower's successors and agreeements 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) either and any other Borrower or maker of any accommodation with respect to the terms of this Security instrument or the Note may agree, in writing, to make any accommodation with respect to the terms of this Security instrument or the Note.

of the sums so secured by the original Borrower shall not operate to increase the liability of the original Borrower, provided by any successor in interest of Borrower shall not be required to pay interest or otherwise to predilect the exercise of any right or remedy

10. Borrower Not Responsible For Deductions By Lender Not A Waiver. Extension of the time for payment or modification of amortization date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

(a) the total amount of the sums received immediately before the taking, divided by the amount of the proceeds multiplied by the following fraction:
 in writing, the sums received by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:
 better the taking. Any balance shall be paid to Borrower;
 (b) the fair market value of the Property immediately before the taking, divided by the amount of the proceeds multiplied by the following fraction:
 in writing, the sums received by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:
 better the taking. Any balance shall be paid to Borrower;

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OCCUPANCY RIDER

THIS OCCUPANCY RIDER is made this 29TH day of AUGUST , 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

MARGARETTEN AND COMPANY INC. (the "Lender")
of the same date and covering the property described in the Security
Instrument and located at: 18304 RIEGEL ROAD
HOMEWOOD, ILLINOIS 60430

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Loan") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinancing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval, including but not limited to the amount of the required down payment, could be materially different if I were to reside elsewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereafter. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor loan". Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragraph 19 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and/or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from FHLMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be fully enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Occupancy Rider.



Dale J. Gazzola
Borrower

Borrower