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90418905

**BOX 370** 

Lcan # 276638-8

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 13th 19 90 The mongagor is DOMENICO FIRTHO and FRANCESCA PIPINO, HIS WIFE

("Borrower"). This see rity Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCLATION OF ILLINOIS A UNITED STATES CORPORATION which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 4242 NORTH HARLEM NYFATE, NORRIDGE, ILLINOIS 60634 ("Lender").

Borrower owes Lender the principal sum of Ninety thousand and NO/100 -

Dollars (U.S. \$ 90,000.00 ). 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, 2020 . 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, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrov er'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 County, Illinois: located in

LOT 129 IN KINGSPORT VILLAGE UNIT #2 BEING A SUBDIVISION OF PART OF THE NORTH 15 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS.

\$15,99 T#8888 TRAN 7875 98/28/90 10:03:00

#hou Control #4195 # H - # - 70-418005

COOK COUNTY RECORDER

90418005

PIN 07-27-418-019

which has the address of

249 GROVENOR [Street]

SCHAUMBURG

[City]

Hinois

60193

("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 C 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 morrgage, 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

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

Form 3014 12/83 Amended 5/87

VMP MORTGAGE FORMS + (313)293-6100 + (800)621-7291

6F(IL) -39%

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| age the Property and to collect the rents receiver shall be applied first to payment that limited to, receiver's fees, premiums red by this Security Instrument, Lender shall release this Security osts.  | d by Lender of the I<br>rents, including, but<br>n'io, the sums secu-<br>inis Security Instru<br>sany, recordation co  | olociolos amon ver sub-<br>lo notalidos bras virades<br>entre amon sub-<br>di bentras amon (la la<br>ad flaris amonos la mo-   | 9 5d) To Therpapeate<br>3 5d) To Therpapeate<br>3 deposit<br>Henryst nace ( , , , )<br>Tod ( ) Artific need  |  |
| donnent of the Property and at any time donners (in person, by agent or by judicially  | uragnaph 19 or abanc<br>ne iudicial sale, Len  | rwollo) nointmobar to b  | The Possesson in 1980.   | <b>7 '6</b>                              |
| e-may result; in accessing of the sums of the Property. The notice shall further of the forcelosure proceeding the non-diate payment in full of all sums secured curity Instrument by Judicial proceeding, provided in this paragraph 19, including, provided in this paragraph 19, including, | collect in the notice that the sale of the galacter of the sale of | on or, before the date of<br>forestown: by jadicial<br>whee after ecceleration i<br>defence of financial option<br>further demand and in<br>exponent incurred in pa-   | Mancheli salt sums als sums also   | A A SECOND                               |
| acceleration tollowing norrower's Dreach and 17 unless the action required to cure the default by which the default must be cured; and by which the default must be cured;   | o Borrower prior to<br>(a) line default; (b)<br>line default; (b)  | Security instrument (bis<br>The soulce that specify<br>is the date the modes to  | peter parties (in this state of the state of   |  |

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

10. Borrower to Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the stims 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 required 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 Bt un I: 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 Seep. 13, 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 can charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums observed y 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 have 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. Horrower'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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this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the detect of disbursement at the Mote rate and shall be payable, with interest, upon notice from Lender to Borrower from the detect of disbursement at the Mote rate and shall be payable, with interest, upon notice from Lender to Borrower

Frogery: Lender's actions mey include paying any sums center of the Property and Lender is rights in the special paragraph? Lender this Security Instrument, take action paragraph? Lender the paragraph? Lender the paragraph? Lender the paragraph? Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? I shall become additional debt of Borrower secured by Lender and Lender this paragraph? I shall become additional debt of Borrower secured by Lender and Lender and Lender agrees to other terms of paragraphs. rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation of 10 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 and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Morigage Insurance. If Borrower fails to perform the covenants

change the Property allow the Property to deteriorate or commit-waste. If this Security Instrument is on a leasehold, Borrower anall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold 6. Preservation and Maintenance of Property; Lenscholds, Borrower shall not destroy, damage or substantially

instrument immediately prior to the acquisition,

If under paragraph 19 the Property is acquired by Lender, Borrower's fight to any insurance policies and proceeds resulting from damage to the Property prior to the acquiring a secured by this Security or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise sgree in writing, any application of proceeds to principal nall not extend

offered to settle a daim, then Lender may collect the insurance proceeds. Lender may use the proceed to repair or restore the from the notice is given.

When the notice is given. applied to the sums secured by this Security Instrument, whether or not then due, with an A. cress paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender the till a insurance carrier has rentoration of repair is not economically feasible of Lender's security would be lessened, 'an insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing insurance proceeds shell be applied to restoration or repair is economically feasible and Lender's security is not lessened. If the of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

and Lender Lender may make proof of loss if not made promptly by Borrower

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender ahall have the right to hold the policies and renewals at the event of loss, Borrower shall give 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 of paid premiums and renewal notices.

traured against loss by fire, hazards included within the term "externate overage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Len ler's approval which shall not be unreasonably carrier providing the insurance shall be chosen by Borrower subject to Len ler's approval which shall not be unreasonably carrier providing the insurance shall be chosen by Borrower subject to Len ler's approval which shall not be unreasonably days, of the giving of motice. Borrower shall keep the improvements now existing or hereafter erected on the Property

a necessitying the lien. Borrower shall satisfy the then or it ke one or more of the actions set forth above within 10 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 fien or forfeiture of any paid of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating it a win to this Security Instrument. If Lender determines that any man agreement satisfactory to Lender subordinating it a win to this Security Instrument, Lender may give borrower part of the Property is subject to a lien which may attain property of the Property is subject to a lien which may attain property of the serves in writing to the payment of the obligation actured by the lien in a manner acceptable to Lender; (b) contests in Borrower shall promptly discharge any Let which has priority over this Security Instrument unless Borrower: (a)

evidencing the payments. on time directly to the person owed pay area, 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 shall pay these obligations in the man at provided in paragraph 2, or if not paid in that manner, Borrower shall pay them Charges, Lieus. Borrer & shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority of a stributable to the property which may attain priority in the instrument, and leasehold payments or ground rents, if any. Borrower

the Mote; third, to amounts 1-yel le under paragraph 2; fourth, to interest due; and last, to principal due.

De, at Horrower's option, either promptly repaid to notiower or recured to notiower on monthly payments of transc. If the amount of the Prodes held by Lender is not sufficient to pay the escrow items when due, Borrower shall promptly refund to be consider any any any and an authorized by Lender be seemed by the Security Instrument, bender shall promptly refund to Borrower any Funds held by Lender shall of all sums secured by the Property is sold or acquired by Lender shall apply, no there is not to the sale of the Property or its acquiring 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 "syments, Unless applicable law, provides otherwise, all payments received by Lender under paragraphs I and 2 shall be stored; first, to late charges due under paragraphs I and 2 shall be stored; first, to late charges due under the Mote; third, so amounts 1...val le under paragraph 2; fourth, to interest due; and last, to principal due.

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.

was made. The Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds 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 shed be paid on the Fueds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender shall give to Borrower, without charge, an the shall not be a charge for purposes of the proceding senience. Borrower and Lender may agree in writing that interest by Lender in connection with Borrower's entering into this Security instrument to pay the cost of an independent tax reporting Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender is Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal current data and reasonable estimates of future escrow items.

equal to one-twethis off (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly mortgage beginning of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage meaning of ground rents on the pasts of the payments, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") Treparent of Treated and Letters: Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and univer to the contract and late charges due under the Note.

Tends for I are not because Subject to applicable law or to a written waiver by I and the Note.