RETURN TO: CHASE HOME MORTGAGE CORPORATION

1 PARAGON DRIVE

MONTVALE, N. J. 07645

LOAN NO.:

4161921

96204119

- [Space Above This Line For Recording Data] -

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 26th
The mortgagor is PATRICIA A. PIERPAOLI, A SINGLE WOMAN NEVER MARRIED AND 19 90 The mortgagor is LORETTA M. PIERPAGLI, A SINGLE WOMAN NEVER MARRIED

("Borrower") This Security Instrument is given to CHASE HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE

. and whose address is

4915 INDET SWDENCE PARKWAY, TAMPA, FLORIDA 33634-7540

("Lender").

SIXTY FIVE THOUSAND SIX HUNDRED AND 00/100 Borrower owes Lender the principal sum of

Dollars (U.S. 5 65,600.00

). 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 AN 1, 2020

This Security Instrument 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 sims, 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 haven mortgage, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

UNIT NO. 9074-2A IN THE TERRACE SQUARE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE WEST HALF OF SOUTH EAST QUARTER OF SECTION 10. TOWNSHIP 41 1097H. RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLINO'S, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM S'A'ORDED IN THE OFFICE OF THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS AS DOCUMENT NUMBER 25132652, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON E'ENFINTS.

P.I.N.#09-10-401-100-1259

96204119

which has the address of

9074 TERRACE DRIVE #2A

- NILES

150.7

U--11 =201=1140 U--12 = 1444 +143 +145 +15 | 10 44 V-141 = 144 +146 +120 | 1 € € €

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Ellinors

50016

("Property Address"); IZm Coce)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, rights, appurenances, rents, royalises, mineral, oil and gas rights and profits, water rights and stock and all fistures most see bereatter a part of the property. All replacements and additions shall also be concred by this Security Instrument. All of the foregoing is referred to makes Security Instrument as the "Property"

BORROWS R CONSTANTS that Bostower is lawfully sessed of the colate heady convexed and has the right to morrance, trans and convey the Property and that the Property is unonea moreth, except for encumbrances of record Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to ans encumbrances of record

THIS SECURITY INSTITUTES commines uniform concurants for national use and non-uniform concurants with limited carrations by pressitent to constitute a inflorm security and timent concern, seal property

ILLINOIS - Secret Secretion Properties Uniform Instrument

Form 5014 12/23 Amended 5 47

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Property of Cook County Clerk's Office

6.500000

Uniform Cove (A) I Berrover and Leader coverant and agree as follows:

1. Payment of Pencipal and Interest; Prepayment and Late Charges. Borrower shall premptly 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 ever 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 19 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 agains, 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 ander 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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ow d 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 her, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation, earled by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any price 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 to be on more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improver en's 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 amount, 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, Norrower 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 rism ance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any tice is read to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that in a requirement 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, a cried 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 I and 2 or change the amount of the payments. If 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. Horrower 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 inflore 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 hen 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 debied Retrower 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 money from Lender to Borrower requesting has ment

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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

 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 condemner 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 althorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums sec and 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 Sor 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 a nortization 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 Rear it 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 agree ments 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 a grant to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Sc curity 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 unenforceably 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 abuse 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 are 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 Horrower.

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 conciunts 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 hen of this Security Instrument. Lender's rights in the Property and Borrower, subligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement in 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

19. Acceleration: Remedies, Leader shall give notice to llorrower prior to acceleration following florrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphy 13 and 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 days 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, foreclosure 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 foreelower proceeding the nonexistence of a default or any other defense of llorrower 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 demand 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 judicial sale, 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 reals collected by Leader or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of a Instrument without charge to Bortower.	all sums secured by this Security Instrum Borrower shall pay any recordation costs.	nent, Lender shall release this Security
	wer waives all right of homestead exemption	
this Security Instrument, the covenants:	iment. If one or more riders are executed band agreements of each such rider shall be ents of this Security Instrument as if th	incorporated into and shall amend and
Adjustable Rate Fider	Condominium Rider	☐ 1-4 Family Rider
Graduated Payment Rider Other(s) [specify]	Planned Unit Development Ride	ज -
	e accepts and agrees to the terms and	covenants contained in this Security
Instrument and in any rider(s) executed b	y Borrower and recorded with it.	
	PATRICIA A. PIE Jut/a LORETTA M. PIER	M Respect (Scal) FAOLI - Scali
	9,	(Scal)
		-Barower
		(Scal)
	[Space Below This Line For Acknowledgment	-Bottower
		76
STATE OF ILLINOIS,	CCCK County's	ss:
1. LINON M. LOVEL		blic in and for said county and state,
do hereby certify that PATRICI	P A PIERPACCI AND	LORETTA PO PIERPACLI
. pe	rsonally known to me to be the same p	person(s) whose name(s) the
subscribed to the foregoing instrument	, appeared before me this day in person	a, and acknowledged that They
signed and delivered the said instrumen	n as $4 k \epsilon_i \Gamma$ free and voluntary:	act, for the uses and purposes therein
et forth.		
Given under my hand and official	I seal, this 26 <sup>-2</sup> day of Apr	il .1990
My Commission expires:		Lorden
MOTART PURILC STATE OF ILL MOTART PURILC STATE OF ILL MY COMMISSION EID. NOV. 6	1	ocary Public
		- * A

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Property of Cook County Clerk's Office

THIS CONDOMINIUM RIDER is made this 26th day of APRIL . 19.90, 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

CHASE HOME MORTGAGE CORPORATION. A DELAWARE CORPORATION of the same date and covering the Property described in the Security Instrument and located at:

(the "Leader")

9074 TERRACE DRIVE #2A NILES JULINOIS 60016

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

TERRACE SQUARE CONDOMINIUMS [Name of Condominum Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Bosrower and Lender further covenant and agree as follows:

- A. Conforminium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when the call dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard to ar unce, So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" project on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hatter? insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common the cents, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy a contable in form, amount, and extent of coverage to Lender.

- D. Condemnation. The proceeds of any award of claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are outsigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security list or ment as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casually or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Document of the provision is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-my augement of the Owners Association;
- or

  (iv) any action which would have the effect of rendering the public liability is surance coverage maintained by
  the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower recured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear in coast from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower recreating payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Patieur ( Parpaul : Sea

LOREITA M. PIERPAOLI

90204112