

# UNOFFICIAL COPY

THIS MORTGAGE IS BEING RE-RECORDED TO AFFIX  
THE NOTARY'S SEAL AND CORRECT NOTARY  
ACKNOWLEDGEMENT.

30159309

90219734

90159309

[Space Above This Line For Recording Date]

This instrument was prepared by:  
**MARGARETTEN & COMPANY INC**      **MORTGAGE**  
625 NORTH CT PALATINE IL 60067  
THIS MORTGAGE ("Security Instrument") is given on      March

60901133  
30th, 1990

The mortgagor is  
**VITO DEBENEDECTIS, AND LUCIA DEBENEDECTIS, HIS WIFE**

("Borrower"). This Security Instrument is given to  
**MARGARETTEN & 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  
**Eighty- Seven Thousand, Five Hundred and 00/100**

Dollars (U.S. \$      87,500.00      ). 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      April 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 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

LOT 28 IN EDEN MANOR, BEING A SUBDIVISION OF THE SOUTH 990 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN# 12-21-218-028-0000

90219734      DEP1-R1 RECORDING

141111 FROM 1789 04/09/90 11:06:00  
\$4291 - 14-218-159309  
COOK COUNTY RECORDER

30159309

which has the address of  
9996 W EDEN AVE      SCHILLER PARK, IL 60176

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 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 encumbrances of record.

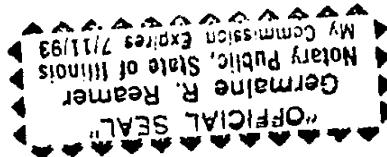
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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MARGARET TELLER & COOK COUNTY, INC.  
625 NORTH MICHIGAN AVENUE, SUITE 2400  
CHICAGO, ILLINOIS 60611  
PLATINUM, IL 60601

MAIL TO:



My Commission expires:

day of March 30th

1998

Given under my hand and official seal, this day of March 30th, 1998  
free and voluntarily act, for the uses and purposes herein set forth:  
before me this day in person, and acknowledge that ~~he~~ they signed and delivered to the said instrument as ~~his~~ ~~her~~ their  
personally known to me to be the same persons(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

VI TO DEBTOR(S), AND LUCIA DEGENEOTCIS, HIS WIFE  
(the undersigned, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK

SS:

COURT RECORDER  
#9572 # \* -90-219734  
1#4441 TRAN 4404 05/11/90 12:02:00  
DEPT-Q1 RECORDINGS  
316 25

-BORROWER

-BORROWER

LUCIA DEGENEOTCIS, HIS WIFE-BORROWER

Walter B. Sonnabend  
11/15/98

and in any rider(s) executed by Borrower and recorded with it.

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

OCCUPANCY RIDER

T

The following Rider are attached:  
meant the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Security Instruments and agreements of each such rider shall be incorporated into and shall amend and supplement  
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
meant the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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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 in-  
terest on the debt evidenced by the Note and any prepayment 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 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 mortgage payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments or ground rents on the Property, if any.

The Funds due on the basis of current debts of the Funds and the interest on the Funds shall be held by Lender until the day of payment of the Funds held by Lender, together with the future monthly payments due by Lender to the date of the payment of the Funds held by Lender, which may be delayed by Lender to pay the escrow items, unless Lender shall pay to Lender the amount of the Funds held by Lender to pay the escrow items, plus any amounts necessary to make up the deficiency in one or more payments already made by Lender.

If the amount of the Funds held by Lender exceeds the amount necessary to pay the escrow items, if any, no later than immediately prior to the sale of the property or its equipment, if any, the Funds held by Lender, to the time of application as a credit against the sale of the property, if any, shall be held by Lender, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under section 11 of the Note, if any, and last, to principal due.

3. Application of Funds. Unless applicable law prohibits otherwise, all payments received by Lender under Paragraph 1 and 2 shall  
be applied first, to late charges due under the Note; second, to prepayment charges, fines and impositions attributable to the Property which may ac-  
tually priority over this Security instrument, and last, to principal due.

4. Changes; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may ac-  
tually priority in that manner, Borrower shall pay those taxes, if any, Borrower makes these payments directly to the person owed payments directly, Bor-  
rower shall promptly furnish to Lender in that manner, and last, to principal due.

5. Disbursement of Funds. Unless applicable law prohibits otherwise, Borrower shall keep the improvements in good faith the lien by, or defends against the  
lien or hold the policies and reserves that Lender shall not be unreasonably withheld.

All insurance policies and reserves shall be acceptable to Lender and shall not exceed a standard mortgage clause. Lender may use  
a notice from Lender that the insurance carrier has offered to settle a claim, when Lender may answer to his Securi-  
ty instrument, whether or not when due, security would be lessened, the insurance carrier providing the sums secured by this Security in-  
strument, if the restoration of repair is economic financially feasible and practicable in writing, any lessened, if the restoration of repair is  
not made by Lender and Borrower agrees to pay such sums to Lender, Lender may make prompt payment to Lender of loss if not  
made by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the Property in  
the event of damage, whether or not the repair is economic financially feasible and practicable in writing, any lessened, if the restoration of repair is  
not made by Lender and Borrower agrees to pay such sums to Lender, Lender may make prompt payment to Lender of loss if not  
made by Borrower.

6. Disbursement and Release of Property; Lender. Upon notice from Lender that the loan secured by this Security instrument is  
paid in full, Borrower shall bear interest additional to the Note for whatev-  
er rate and period of time remaining in the Note, plus any sums necessary to make prompt payment to Lender of loss if not  
made by Borrower.

7. Protection of Lender's Rights in the Property; Adverse Possession. If Borrower fails to perform the covenants and agreements con-  
cerning in this Security instrument, or there is a legal proceeding that may affect Lender's rights in the Property (such as a pro-  
cessing in bankruptcy, reorganization, or condemnation of the Property), then Lender shall commence paying any sums necessary  
to protect the value of the Property and Lender's rights in the Property. Lender's actions may do and pay for whatever is necessary  
occurring in bankruptcy, reorganization, or condemnation of the Property, Lender's rights in the Property (such as a pro-  
cessing in bankruptcy, reorganization, or condemnation of the Property), then Lender shall commence paying any sums necessary  
to protect the value of the Property and Lender's rights in the Property. Lender's actions may do and pay for whatever is necessary  
to make prompt payment to Lender of loss if not made by Borrower.

8. Inspection. Lender or his agents may make reasonable entries upon and inspectio-  
ns at the time of or prior to an inspection specifically describing causes for the Property. Unless Borrower and Lender otherwise agree  
in the event of a default taking of the Property, unless sums secured by this Security instrument, which may be paid to Lender,  
other taking of any part of the Property, the proceeds shall be applied to the sums secured by this Security instrument, which may be paid to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or  
other taking of the Property, will be used to pay the insurance premium for the insurance instruments in accordance with the Note  
at the time of the condemnation, Lender or his agents may make reasonable entries upon and inspectio-  
ns at the time of or prior to the inspection specifically describing causes for the Property. Lender shall give Borrower notice

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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 exceed 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.

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

**19. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 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 foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further 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 rents collected by Lender 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 all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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OCCUPANCY RIDER  
MAR-7017 (8/89)

90219734

LUCIA DEBENEDICTIS

VITO DEBENEDICTIS

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

I, under oath, declare that I have read and understood the terms and conditions of this Occupancy Rider and agree to be bound by it. I understand that the promises and agreements in this Rider will be remitted and will be fully enforceable against Borrower by Endeavor. I understand that any portion of the loan note, FHLINC, or any of its successors and assigns, holds those rights provided, however, that in the event Endeavor so long as FHLINC, or any of its successors and assigns, holds those rights, no longer have any force or effect this Security Instrument and Note, the Note, leases and agreements in this Rider will be null and void. Under this Security Agreement ("FHL INC..."), buyer all of some of the Endeavor's rights the foregoing, if the Federal Home Loan Finance Corporation ("FHL INC...") buys all or some of the Endeavor's rights of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding otherwise, then, in accordance with Paragraph 19 hereof, I understand that to occupy the Property as Borrower and selling such loan in the secondary market, in the event Borrower shall fail to occupy the Property as Endeavor specifically relied on this representation, warranty and covenant to make the loan to Endeavor, it shall be construed to further the intent of the lender to make an "owner-occupant loan", and not an "investment loan". While the phrase "reasonable period of time" is not capable of precise measure, reasonable period of time shall mean the period of time after loan settlement and continue to occupy the Property for a different if I were to resell, dispose or otherwise and instead retain 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 different if I am unable to resell, dispose or otherwise and instead retain the amount of the required down payment, could be materially different for loan application, including but not limited to the amount of the primary residence. I understand that the liability I am purchasing (i.e., loan) with the proceeds of this loan as my primary residence. I understand that the liability I am purchasing (i.e., loan) which I have obtained specifically requires that I occupy the property (the "Property") that

The loan ("loan") which I have obtained specifically requires that I occupy the property (the "Property") that as follows:

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

9996 W EDEN AVE , SCHILLER PARK , IL 60176  
of the same date and covering the property described in the Security Instrument and located at (the "Endeavor")

MARGARETTE & COMPANY, INC.  
is incorporated into and shall be deemed to amend and supplement the Note or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to "Security Instrument" of the Note or Security Deed of Trust of Security Deed (the "Note or Security Deed") to secure Borrower's Note to

THIS OCCUPANCY RIDER is made this 30th day of March, 1990 . and

60901133

OCCUPANCY RIDER

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Property of Cook County Clerk's Office

90159309

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