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Lender may, without all the improvements shown on the plat, and in the absence of any other circumstances, appropriate and fixtures, and, in the event of a partial or total foreclosure, the Lender may, at its option, exercise the power conferred 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 store, tract, lot, or other real estate, and has the right to grant, grant and convey the Property, and that the Property is not encumbered, except by the mortgage shown on the plat. Borrower covenants and will defend generally, but not to the Property, against all claims and demands, including claims for mortgages, liens, and taxes.

This Security Instrument is subject to the provisions of the Uniform Code of Sales and Leases, and to the provisions of laws and ordinances which vary from the provisions of the Uniform Code of Sales and Leases, and to the provisions of laws and ordinances which vary from the provisions of the Uniform Code of Sales and Leases.

1. Payment of Principal and Interest; Prepayment and Late Charges.

Borrower shall promptly pay, when due, the principal of and interest on the debt secured by the Note, as lawfully 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, and the Note is paid in full, a sum of Funds sufficient to pay the monthly taxes and insurance charges, including other property taxes on the Property, to be levied as a lien on the Property, and yearly real estate taxes and insurance charges, including other property taxes on the Property, and property insurance premiums, and yearly flood insurance premiums, if any, on the Property, and the cost of any and all taxes and insurance payable by Borrower and Lender, including, but not limited to, the premiums of property taxes, and of the payment of mortgage insurance premiums. The amount of the Funds for taxes and insurance shall be determined by Lender, and shall be held in an escrow account not to exceed the maximum amount a Lender for a residential mortgage loan may acquire for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 42 U.S.C. § 2601 et seq., ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may, at any time, disburse the Funds, on the basis of current data and reasonable estimates of expenditures of taxes and insurance. If, in any other case, in circumstances, with applicable law.

The Funds shall be held in an institution, other than a depository institution, or a Federal Reserve, or a financial institution, including Lender, or a depository institution, or in an Escrow Account, Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds, and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge to an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credit and debit to the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, payable at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment due under the Note; second, to amounts payable under paragraph 2, then to interest due, fourth, to principal due, and last, to any late charges due under the Note.

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 shall pay taxes and ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or as 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 the Security Instrument, unless Borrower notifies 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 its success, from the holder of the lien, in 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.

Form 3014 9 90

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Form 3014 9 90
ILLINOIS - Single Family Home - Freddie Mac Uniform Instrument

Illinois Property Address: 60201

PERMANENT INDEX NO.: 05-34-420-002
2719 BROADWAY AVE.
EVANSTON

91536657

LOT 3 IN BLOCK 31 IN NORTH EVANSTON IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS MORTGAGE SECURITY INSTRUMENT IS GIVEN ON SEPTEMBER 12, 1991 BY ANTHONY IACUZZI AND JUDITH G. IACUZZI, HIS WIFE, AS JOINT TENANTS TO DEERFIELD STATE BANK. This Security Instrument is given to DEERFIELD STATE BANK THE STATE OF ILLINOIS 700 DEERFIELD ROAD, DEERFIELD IL 60015 which is organized and existing under the laws of the State of Illinois and whose address is ONE HUNDRED FIVE THOUSAND FIVE HUNDRED AND NO/100*****105,500.00. 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 to be paid within the term of the instrument. Borrower shall pay to Lender with interest, and all renewals, extensions and modifications of the Note, in the amount of principal and interest as provided in paragraph 2 to protect the security of this Security Instrument and to the extent of the Lender's obligations and agreements under this Security Instrument and the Note. Lender agrees to lend and convey to Lender the following described property located in Cook County, Illinois:

MORTGAGE

[Space Above This Line For Recording Data]

DEPT-01 RECORDINGS \$17.00
141111 TRAM 6180 10/15/91 11:43:00
#0541: A *-91-536657
COOK COUNTY RECORDER

91536657

MAIL TO: Deerfield State Bank
700 Deerfield Road
Deerfield, Illinois 60015
Attn: Mortgage Dept.

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9-5300057

of mortgage insurance. Lender may require Borrower to make the order for insurance at the option of Lender, if mortgage insurance coverage on the amount of the proceeds of the partial taking is waived by Borrower approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to maintain the mortgage insurance in effect, or to provide a replacement for the requirement for mortgage insurance, at Lender's option with any written agreement between Borrower and Lender if applicable.

9. 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 any inspection specifying the reasonable cause for the inspection.

10. Condemnation. The risks of loss and liability for damage, destruction, condemnation, in connection with acquisition and retention of title, taking of title, part of the Property, or for conveyance in hereof, and condemnation, are hereby assigned to the lender as provided for here.

If the value of a total taking of the Property, or the proceeds therefrom, shall be applied to the sums secured by this Security Instrument, and the amount of the proceeds is less than the amount of the sums secured by this Security Instrument, then the amount of the sums secured by this Security Instrument shall be reduced to the amount of the proceeds. If the amount of the proceeds is greater than the amount of the sums secured by this Security Instrument, then the amount of the sums secured by this Security Instrument shall be increased to the amount of the proceeds. In the event of a partial taking of the Property, in which the amount of the sums secured by this Security Instrument is greater than the amount of the sums secured by the Security Instrument, then the amount of the sums secured by this Security Instrument shall be reduced to the amount of the proceeds. In the event of a partial taking of the Property, in which the amount of the sums secured by this Security Instrument is less than the amount of the sums secured by the Security Instrument, then the amount of the sums secured by this Security Instrument shall be increased to the amount of the proceeds. In the event of a partial taking of the Property, in which the amount of the sums secured by this Security Instrument is equal to the amount of the sums secured by the Security Instrument, then the amount of the sums secured by this Security Instrument shall be equal to the amount of the proceeds. In the event of a partial taking of the Property, in which the amount of the sums secured by this Security Instrument is greater than the amount of the sums secured by the Security Instrument, then the amount of the sums secured by this Security Instrument shall be reduced to the amount of the proceeds. In the event of a partial taking of the Property, in which the amount of the sums secured by this Security Instrument is less than the amount of the sums secured by the Security Instrument, then the amount of the sums secured by this Security Instrument shall be increased to the amount of the proceeds. In the event of a partial taking of the Property, in which the amount of the sums secured by this Security Instrument is equal to the amount of the sums secured by the Security Instrument, then the amount of the sums secured by this Security Instrument shall be equal to the amount of the proceeds.

If the Property is taken or damaged by Borrower or if, after notice by Lender to Borrower if it is a total taking, offers to make an award for the amount of damages, Borrower fails to respond to Lender within the time after the date the notice is given, Lender may, at its option, collect and apply the proceeds of a total or partial taking to the sums secured by this Security Instrument, whether or not there is.

Article 11. Lender or its agent may, at its option, apply the proceeds of a total or partial taking to the sums secured by this Security Instrument, whether or not there is.

11. Borrower's Release; Forbearance By Lender Not a Waiver. Forbearance of the time for payment or acceleration of the sums secured by this Security Instrument or of the Lender to any successor in interest of Borrower shall not constitute a release of the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against a successor in interest of Borrower to extend time for payment or acceleration 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 or constitute a release of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be binding on the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11. Borrower's obligations and liabilities shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Security Instrument as the Security Instrument, shall be jointly and severally bound and liable for the sums secured by this Security Instrument, and shall be jointly and severally bound and liable to extend and modify, to bear or make any accommodation with regard to the terms of the Security Instrument of the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is to be interpreted so that the maximum loan charges collected or to be collected in connection with the loan exceed the permitted limits, then the maximum loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and the amount already collected from Borrower which exceeded permitted limits will be returned to Borrower. Lender may choose to make this reduction from the principal owed under the Note or by making a cash payment to Borrower. If a portion of the principal is returned, it will be treated as a partial prepayment without any prepayment charge under the Note.

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.

Form 3014 9 90 *used in part*

WARRANT SYSTEMS, INC. 10000 W. CENTURY BLVD. SUITE 1000 WESTLAKE, CA 91361-3200

Property of COOT County Clerk's Office

Section 8. Mortgage Insurance. Lender shall require the Borrower to maintain a mortgage insurance policy on the Property...

Section 9. Hazard or Property 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, including floods or flooding...

Section 10. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy...

Section 11. Lender's Right to Foreclose. Lender shall have the right to foreclose on the Property in accordance with applicable law...

Section 12. Protection of Lender's Rights in the Property. 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 to determine ownership or partition or to enforce or to enforce laws or regulations, then Lender may do and pay for what is necessary to protect the value of the Property and Lender's rights in the Property...

Section 13. Lender's Right to Accelerate. Lender may, at its option, accelerate the maturity of the debt secured by this Security Instrument if the Borrower fails to comply with any of the provisions of this Security Instrument...

Section 14. Assignment. Lender may assign its rights under this Security Instrument to another lender without notice to the Borrower...

Section 15. Waiver of Defenses. Lender shall not be bound by any defenses or objections that the Borrower might assert against the enforcement of this Security Instrument...

Section 16. Entire Agreement. This Security Instrument, together with the promissory note secured hereby, constitute the entire agreement between the Borrower and Lender...

Section 17. Counterparts. This Security Instrument may be executed in counterparts, each of which shall be deemed to be an original copy of this Security Instrument, and all of which together shall be deemed to constitute one and the same agreement...

Section 18. Governing Law. This Security Instrument shall be governed by the laws of the State of California...

Section 19. Notices. All notices shall be given to the Borrower at the address set forth in this Security Instrument...

Section 20. Assignment of Rights. Lender may assign its rights under this Security Instrument to another lender without notice to the Borrower...

Section 21. Waiver of Defenses. Lender shall not be bound by any defenses or objections that the Borrower might assert against the enforcement of this Security Instrument...

Section 22. Entire Agreement. This Security Instrument, together with the promissory note secured hereby, constitute the entire agreement between the Borrower and Lender...

Section 23. Governing Law. This Security Instrument shall be governed by the laws of the State of California...

Section 24. Notices. All notices shall be given to the Borrower at the address set forth in this Security Instrument...

Section 25. Assignment of Rights. Lender may assign its rights under this Security Instrument to another lender without notice to the Borrower...

Section 26. Waiver of Defenses. Lender shall not be bound by any defenses or objections that the Borrower might assert against the enforcement of this Security Instrument...

Section 27. Entire Agreement. This Security Instrument, together with the promissory note secured hereby, constitute the entire agreement between the Borrower and Lender...

Section 28. Governing Law. This Security Instrument shall be governed by the laws of the State of California...

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16. **Borrower's Copy.** Borrower shall be given one confirmed 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 the 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 the enforcement of the Security Instrument as if no default had occurred prior to the earlier of (a) the expiration of a period applicable law and specifically to section 5612(b)(2) of the Property, pursuant to any provision of law contained in the Security Instrument, or (b) the end of a period of 60 days after the date of the Security Instrument. Those conditions are that Borrower has paid Lender all sums which they would be due under the Security Instrument and the Note as if no acceleration had occurred; that there is no default of any other covenant or agreement; and that Borrower pays all expenses incurred in enforcing this Security Instrument, including but not limited to the costs of title insurance, title searches, and other fees, such actions as Lender may reasonably require to carry out the terms 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 reinstate by Borrower, the Security Instrument and its conditions 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note and part or all of the Note, together with this Security Instrument, may be sold one or more times, without prior notice to Borrower. A sale may result in a change in the entity known as the Loan Servicer, which will collect monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under the sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 16 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not use, transport, store, dispose, store, or release of any Hazardous Substance on or to the Property. Borrower shall not allow anyone else to do anything affecting the Property that is a violation of any Environmental Law. The provisions of this section shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are customarily recognized to be appropriate to normal residential use, and to maintenance of the Property.

Borrower shall promptly advise Lender, written notice or otherwise, of any claims, demands, suits or other action by any governmental or regulatory authority that may provide partial or total coverage of the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority that removal of or other remedial action, Hazardous Substances, affecting the Property is necessary, Borrower shall promptly advise Lender, written notice or otherwise, of the action required by applicable law.

As used in this paragraph 20, Hazardous Substances are those that under the Federal, state and/or local laws and regulations shall be subject to Environmental Law and the following substances: asbestos, lead, lead-based paint, petroleum products, toxic pesticides, and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, Environmental Law means any federal, state, and/or local laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

Note: Borrower, County Clerk, Borrower and Lender hereby agree to amend this Security Instrument as follows:

21. **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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Lender shall not be liable for any sums secured by this Security Instrument if Lender shall release this Security Instrument with a bona fide purchaser. Borrower shall pay the cost of the release.

23. **Waiver of Homestead.** Borrower hereby waives any right that is required with Property.

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X *Anthony Iacuzzi* (Seal)
ANTHONY IACUZZI Borrower

Social Security Number _____

X *Judith Q. Iacuzzi* (Seal)
JUDITH Q. IACUZZI Borrower

Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, LAKE County ss.

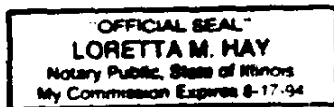
I, LORETTA M. HAY
a Notary Public in and for said county and state, certify that ANTHONY IACUZZI AND JUDITH Q. IACUZZI,
AS JOINT TENANTS

personally known to me to be the same person(s) whose name(s) ARE
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY The Y
signed and delivered the instrument as THEIR free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 12th day of September, 1991

My Commission expires _____

Loretta M. Hay
Notary Public



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