

PREPARED BY:
LAURIE GRON
CHICAGO, IL 60629

BOX 329 - TH

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COOK COUNTY, ILLINOIS
FILED 3-10-1992

RECORD AND RETURN TO:

1992 JUN 22 AM 11:23

92448701

LASALLE TALMAN BANK FSB
5501 SOUTH KEDZIE AVENUE
CHICAGO, ILLINOIS 60629

ATTENTION: LAURIE GRON

[Space Above This Line For Recording Data]

MORTGAGE

316069-6

THIS MORTGAGE ("Security Instrument") is given on JUNE 15, 1992. The mortgagor is JAMES M. PAOLETTI AND GRAYCEANNE PAOLETTI, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to LASALLE TALMAN BANK FSB

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310c

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ONE HUNDRED FIFTY THOUSAND AND 00/100

Dollars (U.S. \$ 150,000.00).

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 JULY 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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

LOT 7 (EXCEPT THE EAST 2.75 FEET THEREOF) AND THE EAST 17.75 FEET OF LOT 8 IN BLOCK 50 IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSORS SUBDIVISION OF SECTION 34 TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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2540642004005480000000
200+000+200+0006400000X

3100
310c

which has the address of 4353 WEST 83RD STREET, CHICAGO
Illinois 60652 Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -6R(IL) (0101)

VMP MORTGAGE FORMS • (313)283-8100 • (800)621-7201

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6R(L) (101)

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security instrument as the "Property".
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.
Instrument, All of the foregoing is referred to in this Security instrument as the "Property".
BORROWER COVENANTS 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 complies uniformly covenants for non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of Principal and Interest; Preparation and Late Charges, Borrower shall pay when due the principal of and interest on 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 payment over this Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Note, unless the Note is paid in full, a sum ("Funds") for: (b) yearly hazard or property insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".
The Funds shall be held in an escrow account in the name of Federal Home Loan Bank, Lender shall apply the Escrow Items or otherwise in accordance with applicable law.
Escrow Items may estimate the amount of Funds due on the basis of current due and reasonable estimates of expenses of future Escrow Items, unless Lender may hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, if so, to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds 1974 as amended from time to time, requires for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, to require Lender to hold Funds in an amount not to exceed the maximum amount a lender for a federal agency may, at any time, collect and hold Funds in an amount of mortgage insurance premiums. These items are called "Escrow Items".
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal agency may, at any time, collect and hold Funds in an amount of mortgage insurance premiums. These items are called "Escrow Items".
Escrow Items in connection with this Note, unless Lender may agree in writing, Borrower shall pay all sums due on the Note to Lender at any time, however, that interest shall be paid on the Funds, and Lender shall give to Borrower, application of the Funds used by Lender in connection with this Note, unless Lender may agree to pay Borrower any interest or expense of the Funds used by Lender to pay Borrower any amount necessary to make such a charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, Lender shall pay 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 the excess 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 credit against the sums secured by this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender in accordance with the requirements of applicable law, provided that Lender under paragraph 21, and 2 shall be appellee; first, to any prepayment charges due under the Note; second, to amounts paid under paragraph 2; third, 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 applicable to the Property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay them on time directly to the taxing authority or to the lessor, prior to the payment of amounts due under the Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

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 lessor, prior to the payment of amounts due under this paragraph.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

6. Security Instruments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

more of the actions set forth above within 10 days of the giving of notice;

This Security Instrument, if Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take off the lien.

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5. 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, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use 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, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1081

Form 3014 9/90

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WNB-ER(11) 18131

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Initials:

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

15. Governing Laws; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note is declared unconstitutional or illegal, such provision shall not affect other provisions of this Security Instrument and the Note shall be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietor Addressed to Lender. Any notice by First Class Mail to any other address Borrower designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Lender or Borrower when given as provided in this paragraph.

13. Security Instrument shall be deemed valid hereinafter to the extent that it does not conflict with the provisions of this Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment 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. Lender may already collected from Borrower which exceeded permitted limits will be refunded to Lender. Lender shall be reduced by the amount necessary to reduce the charge loan exceeds the permitted limits, then: (a) any such loan charge shall be collected or (b) the collection will be reduced so that the interest or other loan charges collected or (c) the collection with the charge loan is finally interpreted so that the Note security instrument is subject to a law which sets maximum loan charges and that law is interpreted to the Note security instrument without Lender's consent.

12. 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 property to release the liability of the original Borrower's successor in interest. Lender shall not be required to make any accommodations with respect to the terms of this Security Instrument or the Note without Lender's consent.

11. Borrower Not Released; Forfeiture By Lender Not a Waiver. Extension of the time for payment or modification of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the sum secured by this Security Instrument before the date of payment or modification of the sum secured by this Security Instrument by Lender 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum awarded or settle a claim for damages, fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an assignment of the sum secured by this Security Instrument whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by this Security Instrument before the date of payment or modification of the sum secured by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total market value of the sum 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. In the event of a partial taking in which the fair market value of the sum secured immediately before the taking is less than the amount of the proceeds multiplied by the following fraction: (a) the total market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assigned and condominium or other taking of any part of the Property, or for award of claim for damages, direct or consequential, in connection with any damage, or for loss resulting from the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument prior to an inscription specifying reasonable cause for the inscription.

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give notice to the Borrower or its agent at the time of or prior to any taking of the Property, or for award of claim for damages, direct or consequential, in connection with any damage, or for loss resulting from the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument prior to an inscription specifying reasonable cause for the inscription.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any damage, or for loss resulting from the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument prior to an inscription specifying reasonable cause for the inscription.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or my 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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in 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") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a 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 14 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 cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving 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 any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic 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 federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree 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. 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.

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

DPS 1093

Form 3014 9/90

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DPS 1094

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My Commission Expires:

Given under my hand and official seal, this day of July, 1982

free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and delivered the said instrument as **THEIR**
 me this day in person, and acknowledged that **THEY** signed and delivered the foregoing instrument, appeared before
 personally known to me to be the same persons(s) whose names(s) subscribed to the foregoing instrument, before

JAMES M. PAOLETTI AND GRAYCEANNE PAOLETTI, HUSBAND AND WIFE
 County and state do hereby certify that
 a Notary Public in and for said

1. THE UNDERSIGNED

STATE OF ILLINOIS, COOK

County ss:

S248201

Borrower

(Seal)

and supplements the covenants and agreements of each such rider shall be incorporated into and shall amend
 with this Security instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security

Instrument.

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.

316069-6

(Check applicable box(es))

- | | | | | |
|--|---|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Grandmodium Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvment Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Ballroom Rider |