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MAIL TO: Deerfield State Bank
700 Deerfield Road
Deerfield, Illinois 60015

Alt: Mortgage Dept.

DEPT-11 \$3.50
TR#7777 TRAN 9829 08/10/92 14:45:00
W282 09-22-592433

(Space Above This Line For Recording Data)

COOK COUNTY RECORDER

This instrument was prepared by:

LA DON RUSSELL

(Name)

700 DEERFIELD RD., DEERFIELD, IL

(Address)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 18, 1992 by the
mortgagor is BARBARA VARZINO AND LOUIS VARZINO, JR., HER HUSBAND, AS JOINT TENANTS,

("Borrower"). This Security Instrument is given to DEERFIELD STATE BANK,

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is
700 DEERFIELD ROAD, DEERFIELD, IL 60015.

Lender). Borrower owes Lender the principal sum of SEVENTY THOUSAND SIX HUNDRED FORTY FIVE AND
NO/100***** Dollars (U.S. \$ 70,645.00). 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 AUGUST 1, 2007. 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, County, Illinois:

PARCEL 1: THE NORTH 55 FEET OF LOT 6 AND THAT PART OF LOT 15 LYING NORTH OF
THE SOUTH LINE OF LOT 6, EXTENDED EAST AND LYING SOUTH OF THE SOUTH LINE OF LOT
5, EXTENDED FEET (EXCEPTING FROM SAID TRACT THE SOUTH 5 FEET THEREOF), IN BLOCK
1 IN RESUBDIVISION OF MAINE TOWNSHIP HIGH SCHOOL ADDITION, BEING A SUBDIVISION
OF THAT PART OF THE WESTERLY 8.365 CHAINS (AS MEASURED ALONG THE EAST AND WEST
QUARTER 1/4 SECTION LINE, OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
22, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING
NORTH OF THE CENTER LINE OF RAND ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 1/2 OF VACATED ALLEY LYING WEST OF AND ADJOINING THAT PART
OF LOT 15 LYING NORTH OF THE SOUTH LINE OF LOT 6 EXTENDED EAST AND LYING SOUTH
OF THE SOUTH LINE OF LOT 5, EXTENDED EAST (EXCEPTING FROM SAID TRACT THE SOUTH
5 FEET THEREOF)

PERMANENT INDEX NO.: 09-22-306-024

which has the address of 1323 TYRELL PARK RIDGE
(Street) (City)

Illinois 60068 ("Property Address");
(Zip Code)

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

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1 800 397-2341) FORM MD 1-B 02/01

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Borrower shall prominently disclose any right which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the assignment of the obligation to another who has priority over this Security Instrument; or (c) satisfies in writing to the Lender that he has no right to the property covered by the instrument.

4. **Charities**: Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this Security instrument, and leschould payments of ground rents, if any, Borrower shall pay these offigations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of the kind under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 principal due; and last, to any late charges due under the Note.

Funds may remain in this under the terms set out in this section of this Agreement or until the Fund Manager has sold all the shares of the Property held by it under paragraph 21, under such conditions as the Fund Manager may determine.

Lender in my time is not sufficient to pay the £2000 lenses when due, lender may so highly borrower in writing, and, in such case borrower shall pay to lender the amount necessary to make up the deficiency.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security Instrument.

measurable estimates of future Eeroow items of otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may attach priority over this Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (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". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Note, until the lesser amount of funds held under this provision and the amount paid to the Fundsets. If so, Lender may, in my opinion, collect and hold Funds in another later time than specified to the Fundsets sets a lesser amount. It is my opinion, collected and held Funds in amounts not to exceed the lesser amount, funds held under this provision and the amount paid to the Fundsets. Unless otherwise set forth in the Note, all amounts of funds held under this provision and the amount paid to the Fundsets shall be applied to the Fundsets first.

1. **Buyer's Right of Inspection and Arbitration.** Purchaser may inspect the property at any reasonable time during the period of ten days from the date of delivery and may inspect it again before closing. If any inspection reveals any condition which is not in accordance with the representations made by the Seller, or if any other dispute arises between the parties, either party may demand arbitration by a panel of three persons, one of whom shall be appointed by each party and the third by the court. The decision of the arbitrators shall be final and binding on both parties.

This specifies instrument combinations for unidirectional use and non-uniform covariants with limited variation by just substituting a unitary σ security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

and features 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".

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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 sum 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 law 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 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

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15. Governing Law; 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 of the Note are given effect without the conflicting provision, to this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing and delivered in or by mail to first class unless otherwise specified below:

13. **Loan Charges.** If the loan exceeded 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 to the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which have been paid without any prepayment charge under the Note.

12. Successors and Assigns; Joint and Several Liability; Cofiducutors. The co-tenants and agreeements 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 convey that Borrower's interest in the Property under the terms of the Security instrument; (b) is not personally obligated to pay the sum secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sum secured by this Security instrument without Borrower's consent.

11. Borrower Not Responsible; Pre-termination of Note by Lender Not a Waiver. Extension of the time for payment of principal or interest of any sum 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 of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower if Borrower shall not agree to pay to Lender the amount of principal and interest so paid by Lender to any successor in interest of Borrower.

Unless I am under and Borrower of the same 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 nature of such payments.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the condominium 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 call a sale and apply the proceeds, at his option, either to restoration or repair of the Property or to sell the same subject to the Security Lien, whether or not then due.

10. Condemnation. The proceeds of any award of 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

9. Inspection: Lender or his agent may make reasonable entries upon and inspections of the property, Lender shall

el mortgagé insurante, loss reserve payments may no longer be required, at the option of Lender, if mortgagé insurante has reserved, losses reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower

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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 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 set forth 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.

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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 *Barbara Varzino* (Seal)
BARBARA VARZINO
—Borrower

Social Security Number — — —

X *Louis Varzino Jr.* (Seal)
LOUIS VARZINO VARZINO, JR.
S. 23V
—Borrower

Social Security Number — — —

[Space Below This Line For Acknowledgment] — — —

STATE OF ILLINOIS, LAKE County ss: 22592433

I, LORETTA M. HAY
a Notary Public in and for said county and state, certify that BARBARA VARZINO AND LOUIS VARZINO VARZINO,
JR., 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 The X
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 18th day of July, 1992

My Commission expires:



X *Loretta M. Hay*
LORETTA M. HAY Notary Public