

# UNOFFICIAL COPY

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**MORTGAGE** **Loan # 318829-9** 31

THIS MORTGAGE ("Security Instrument") is given on **October 6, 1992**. The mortgagor is **PETER A. BROCATO, and ELIZABETH R. BROCATO, HIS WIFE**, whose address is **4242 NORTH HARLEM AVENUE, NORRIDGE, ILLINOIS 60634**, and whose Social Security number is **66-000-0000**. The mortgagor is the sole owner of the property described in this instrument and is giving this instrument to the Lender as security for the payment of the principal sum of **sixty-six thousand and no/100** Dollars (U.S. \$ **66,000.00**). The mortgagor is also giving this instrument to the Lender as security for the payment of all interest, costs, expenses, and other amounts due by the mortgagor to the Lender under the Note or this instrument.

**A UNITED STATES CORPORATION**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM AVENUE, NORRIDGE, ILLINOIS 60634**. The Lender is **LASALLE TALMAN BANK, F.S.B.**, whose address is **100 N. LaSalle Street, Chicago, Illinois 60602**. The Lender is the holder of the Note and the holder of this instrument. The Lender is referred to as "Lender". Borrower owes Lender the principal sum of

sixty-six thousand and no/100 Dollars (U.S. \$ **66,000.00**). 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 November 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:

**LOT 41 IN PARKWOOD EAST UNIT NUMBER 2, A SUBDIVISION IN THE NORTHWEST 1/4**

**OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL**

**MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1978 AS**

**DOCUMENT NUMBER 24614508, AND THE CERTIFICATE OF CORRECTION THEREOF**

**RECORDED OCTOBER 20, 1978 AS DOCUMENT NUMBER 24681307, IN COOK COUNTY,**

**ILLINOIS**

**PIN 06-17-103-019-0100**

which has the address of

**230 LONGFORD COURT**

**ELGIN**

**Illinois**

**60120**

**[Zip Code]**

**("Property Address")**

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Borrower shall promptly pay interest accrued by the Lien in a manner acceptable to Lender; (b) contributes in writing to the payment of the obligation accrued by the Lien in a manner acceptable to Lender; (c) agrees in writing to the payment of the obligation accrued by the Lien in a manner acceptable to Lender; (d) agrees in writing to the payment of the obligation accrued by the Lien in a manner acceptable to Lender; (e) secures from the holder of the Lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement against the Lien of the Lender's rights in the Lien; or (f) secures from the holder of the Lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender's priority over the Lien in the Security Instrument within 10 days of the giving of notice.

3. Applications of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts paid into the Note; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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, if, under paragraph 21, Lender shall acquire or sell the Property. Under, prior to the acquisition or sale of the Property, shall apply any funds held by Lender in the time of acquisition or sale as a credit against the sum secured by

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 this Agreement.

**Escrow Items.** Lenders may do, or enter for holding and applying the Funds, annually, annually, annually, or monthly, unless Lenders pay, Borrower interest on the Funds and applicable law permits Lenders to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable otherwise. Lender is made of record charges, an annual accounting of the Funds, showing debts and credits to the Funds and the purpose for which each without charge, in annual accountings of the Funds, however, the interest shall be paid on the Funds. Lenders shall give to Borrower and Lender may agree to write, however, that interest shall be paid on the Funds. Lenders shall give to Borrower and Lender shall be required to pay Borrower any amounts or the Funds, unless Lenders are paid as add'l security for all sums required by this Security instrument.

The Funds shall be held in a distinct House deposits bank, as measured by a several accounts, or entity.

Land-use surveys may estimate the "allowable" or "maximum" amount of land suitable for agriculture.

1974 as amended for time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds  
provides otherwise, provided it is in any event collected and held Funds in an amount not to exceed the lesser amount

Landers may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a holder for a federal insurance or reinsurance policy under the federal Reel Estate Settlement Procedure.

(e) yearly messages of insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of certificate B, in lieu of the payment of mortage insurance premiums. These items are called "Escrow items."

and **secessionists** which may claim priority over this Security Section as a title to the Property; (b) yearly leasehold payments

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay to

**1. Payment of Principal and Interest:** Prepayment and Late Charges: Borrower shall promptly pay when due the amount of and interest on the debt as evidenced by the Note and any promissory note and the charges due under the Note.

THESE DOCUMENTS ARE COPIES OF THE ORIGINAL CONTRACTS WHICH HAVE BEEN APPROVED BY THE BOARD OF TRUSTEES AND ARE NOT AUTHORITY COVERS WHICH WILL BE USED.

**BORKOWSKI COVINGTON** is your downtown ISAWIHY agency of the estate agency company that has the right to mortgage.

**CONFIDENTIAL** WITH THE EXCEPTIONS NOTED, THIS INFORMATION IS UNCLASSIFIED AND HAS THE SAME SECURITY CONVENTION AS THE REST OF THIS DOCUMENT.

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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 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 of mortgage insurance. Loss reserve

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16. BORROWER'S COPY. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the given state without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflict 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it by first class mail unless otherwise required by law or by registered mail, certified mail, or by delivery to Borrower at his address set forth above or to his place of business or at his office, if any, or to his place of residence if he has no place of business or office. Any notice given to Borrower shall be given to him at his address as set forth above or to his place of business or office, if any, or to his place of residence if he has no place of business or office. Any notice given to Borrower shall be given to him at his address as set forth above or to his place of business or office, if any, or to his place of residence if he has no place of business or office.

13. **Liquid Charges.** If the loan secured by this security instrument is subject to a law which sets maximum liquid charges, and that law is usually interpreted so that the interest or other loan charges collected on it be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charges 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 the charge to the permitted limit, plus any sum recovered by the creditor under this Note, will be retained without any payment due to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any holder may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any holder may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower.

12. **Successor 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 instrument but does not execute the Note, (a) is co-signing this Security instrument only to mortgagee, grant and convey the real property under the Note, and (c) agrees that Lender and my other Borrower may agree to extend, modify, forgive or reschedule by this Security instrument; and (c) agrees that Lender and my other Borrower may agree to pay the sums borrowed or otherwise due under the terms of this Security instrument. Note without that Borrower's consent.

**11. Borrower Not Responsible; Pre-Assignment By Lender Not A Waiver.** Extension of the time for payment or modification 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's successors in interest. Lender shall not be liable for any deficiency in the amount of any sum due hereunder if such deficiency is not paid by Lender in accordance with the terms of this instrument. Any claim made by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy necessary to collect the amounts secured by this Security Instrument for the reason that any demand made by the original Borrower or Borrower's successors in interest. Any claim made by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy necessary to collect the amounts secured by this Security Instrument for the reason that any demand made by the original Borrower or Borrower's successors in interest.

If the Proprietary is bound indebted by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of service & claim, 10. 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 of its option, either to restoration or repair of the Property or to the sums secured by this Security interest until paid.

18. **Condemnation.** The proceeds of any award of damages, direct or consequential, in connection with any condemnation of or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

payments may no longer be required, or the claimant of a debt, at the request of the insurance company, may be required to pay the premium and for the period

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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 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.

Form 3014-8/90

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Form 301A - 8/90  
LORI L. LANDGRAF, State of Illinois  
My Commission Expires 5/14/95  
Notary Public, Page 6 of 6  
Official Seal  
This instrument was prepared by: ANITA MEDDITCH  
Notary Public

My Commission Expires:

Given under my hand and official seal, this 6th day of October, 1992  
Signed and delivered to the said instrument as **TELETR** free and voluntary, so far as the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the  
personally known to me to be the same person(s) whose name(s)

REITER A. BROCKATO and ELIZABETH R. BROCKATO, HIS WIFE  
a Notary Public in and for said county and state of liberty, certify

I, THE UNDERSIGNED

STATE OF ILLINOIS,

County ss:

Social Security Number \_\_\_\_\_  
Borrower  
(Seal)

Social Security Number \_\_\_\_\_  
Borrower  
(Seal)

Social Security Number \_\_\_\_\_  
Borrower  
(Seal)

Social Security Number 358-34-1550  
Borrower  
(Seal)

Address:  
in my (name(s)) executed by Borrower and recorded with the

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
do conventions 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 with this  
Security Instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement

the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Check applicable boxes:  
1.4 Family Rider  
Condominium Rider  
Planned Unit Development Rider  
Biweekly Payment Rider  
Automobile Rider  
Guaranteed Payment Rider  
Rate Improvement Rider  
Second Home Rider  
Other(s) [Specify]

V.A. Rider  
Bullock Rider  
Guaranteed Payment Rider  
Rate Improvement Rider  
Second Home Rider  
Other(s) [Specify]

Proposed by: *Anita Medditch*  
RECEIVED AND RETURNED TO:  
LASTAGE TRUST HOME MORTGAGE CORP.  
1555 BOND STREET, SUITE 139  
CHICAGO, IL 60611  
NOTARIZED: ILLINOIS 60563-0112  
1555 BOND STREET, SUITE 139  
LASTAGE TRUST HOME MORTGAGE CORP.  
RECEIVED AND RETURNED TO:  
LASTAGE TRUST HOME MORTGAGE CORP.  
1555 BOND STREET, SUITE 139  
CHICAGO, IL 60611  
NOTARIZED: ILLINOIS 60563-0112  
BUA 333