

# UNOFFICIAL COPY

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WHEN RECORDED MAIL TO:

LOAN AMERICA FINANCIAL CORP.  
8100 OAK LANE  
MIAMI LAKES, FL 33016  
LOAN NUMBER: 50-513551-2

92814671

DEPT-01 RECORDING \$31.00  
T41111 TRAN 9701 11/02/92 12:22:00  
\$6146 & A \*-92-814671  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 26TH, 1992  
The mortgagor is EUGENE G. ESPOSITO, JR. AND VICTORIA L. ESPOSITO, HUSBAND AND WIFE

HOMES MORTGAGE CONSULTANTS, LTD. ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of ILLINOIS, and whose address is  
287-W. BUTTERFIELD ROAD, ELMHURST, IL 60126

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100  
Dollars (U.S. \$ 175,000.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on  
NOVEMBER 1ST, 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 61 IN WEDGEWOOD ESTATES UNIT 2, A SUBDIVISION OF PART OF THE EAST  
1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #27-02-410-011

which has the address of 14061 BONBURY LANE [Street], ORLAND PARK [City]

Illinois 60462 ("Property Address");  
(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1878L1 (9109)

MFIL9141-04/91

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Surety Forms, Inc. ■

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B4 (5)

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which namely the law of also one of the sources of the actions set forth above within 10 days of the giving of notice.

a. Charges; fees. Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may attach thereto, and lessees and beneficiaries of ground rents, if any. Borrower shall pay taxes, assessments, charges, fines and impositions over the property lawfully situated, and lessees and beneficiaries of ground rents, if any. Borrower shall pay all taxes, assessments, charges, fines and impositions directly. Borrower shall pay taxes, assessments, charges, fines and impositions under the payment plan. If Borrower makes these payments directly, Borrower shall pay taxes, assessments, charges, fines and impositions under the payment plan.

3. Application of Payment. Unless applicable law provides otherwise, all payments are advised by Landlord under secured by this Security Instrument.

Upon payment in full of all sums accrued by Lender prior to the date of maturity of the Note, Lender shall execute or seal the Note, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition to settle the credit against the sum

If the Funds held by Lender exceed the amount permitted (a), 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 Drawdown 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 monthly payments, at Lender's sole discretion.

The Funds shall be held in an account whose deposits are limited by a federal agency, instrumentality, or entity engaged in the conduct of operations in accordance with applicable law.

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lenders shall apply the Funds to pay the Escrow Lender, if Lender may not charge interest for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow Lender, 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 for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to be required to pay Borrower any interest or fees on the Funds, Lender shall pay 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 for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to be required to pay Borrower any interest or fees on the Funds, Lender shall pay Borrower interest each debited to the Funds unless otherwise specified. The Funds are pledged as additional security for all sums and the purpose for which each debited to the Funds were used. The Funds are pledged as additional security for all sums received by the Securitization Trustee.

**UNIFORM COVENANTS, BOMBSAWER AND LINDNER COVERSALL AND SONS AS FOLLOWS:**

**THIS SECURITY INSTRUMENT** combines all forms of conveyance for natural use and non-occupant coverages with limited restrictions by the holder to control certain conveyances until maturity.

**BORROWER COVENANTS** that Borrower is lawfully seized of the certain hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record; however, without waiving generally the title to the Property against all claims and demands, subject to any encumbrances of record.

100% of their will in the form of a charitable remainder trust or charitable lead trust.

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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 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**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 an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

ITEM 187aL3 (9103)

Form 3014 9/90 (page 3 of 6 pages)

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Dental Laboratory Services Program, Inc.

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12. Borrower's right to demand. If Borrower needs certain consummation, however, should have the right to refuse disbursement of this Security Instrument if any time prior to the earlier of: (a) 5 days (or such other period as

If Leader exercises this option, Leader 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 without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.  
17. Transfer of the Property or a Beneficial Interest to 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 his option, require immediate payment in full of all sums secured by this Security Instrument. However, this opinion shall not be exercised by Lender if notice is prohibited by law as of the date of this Security Instrument.

**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 of clause A of this Security Instrument or 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 by delivery in or by mailing it by registered mail unless otherwise specified below according to the notice method. The notice shall be directed to the mailing address set forth above or to such other address as Borrower may designate in writing. The notice shall be given to Borrower at his principal address or to any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address set forth or to such other address as Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or to Lender when given as provided for in this instrument.

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 finally interpreted so that the intent of such law is to collect all or part of the principal and interest due on the loan, then the amount of such charges collected or to be collected in connection with the loan shall be reduced by the amount necessary to reduce the principal and interest to the amount permitted by law.

12. Successors and Assignees Board; Joint and severable liability; Co-signers. The covanants and agreements of this Security Instrument shall bind and affect all successors of Lenders and Borrower, subject to the provisions of this paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is obligated to this Security Instrument only to the extent of his/her share of the obligations of the other Borrowers; (b) is not personally obligated to pay the debts secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or waive any accommodations with regard to the terms of this Security Instrument or the Note without his/her knowledge.

and be as willing to receive it as any right or remedy.

Ulises L. and Dr. and Botrower otherwise agree to in writing, any application of proceeds to principal shall not exceed or surpass the due date of the monthly payment calculated to in paragraphs 1 and 2 of change the amount of such payments.

"It can't happen to us," we say to ourselves, or "It's just a matter of time before it does." We are so used to the idea of bad things happening to other people that we don't even consider that they could happen to us.

are due when due.

In the event of a total sinking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not the same which the first market value of the Property exceeds the amount of a partial sinking of the Property in which the sinking is equal to or greater than the amount of the sums secured by the Security instrument before the sinking, unless Borrower and Lender otherwise agree in writing.

In the event of a total sinking of the Property, with any excess paid to Borrower, in the event of a partial sinking of the Property in which the first market value of the Property exceeds the amount of a partial sinking of the Property in which the sinking is equal to or greater than the amount of the sums secured by the Security instrument before the sinking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the following fraction: (a) the total amount of the sums secured immediately before the sinking, divided by (b) the total amount of the sums secured by this Security instrument before the sinking, unless Borrower and Lender otherwise agree in writing.

any consideration of any part of the topology, or for configurations in terms of communication, the network assigned and shall be paid to Lender.

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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.

92814521  
Legal Office

THIS FORM IS FOR USE IN THE STATE OF CALIFORNIA. IT IS NOT APPROVED FOR USE IN ANY OTHER STATE OR JURISDICTION.

Form 3014-9/90

ITEM 197805 (9103)

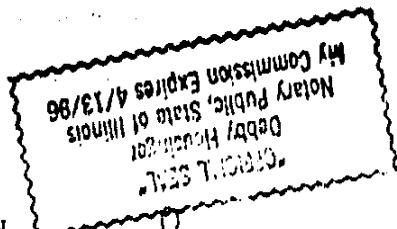
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PowerPoint 2003 550x300 (Page 6 of 6 pages)

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2287-W, BUTTERFIELD ROAD, HLMURST, IL 60126  
HOMES MORTGAGE CONSULTANTS, LTD.,  
(Name)

HOMES MORTGAGE CONSULTANTS, LTD.,

This instrument was prepared by

Nursery Puzzles

~~Orange County~~

### My Commission critique:

Given under my hand and official seal, this 26th day of OCTOBER , 1992

• 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 signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

I, ERIC WILHELMUS G.,  
, a Notary Public in and for said county and state,  
do hereby certify that EUGENE G. ESPOSITO, JR. AND VICTORIA L. ESPOSITO, HUSBAND AND WIFE

County 25

STATE OF ILLINOIS

1. the world grid  
2. the orbitations.

Social Security Number Borrower (Seal)	Social Security Number Borrower (Seal)	Social Security Number Borrower (Seal)
VICTORIA L. ESPOSITO 325-64-8500		
SOCIAL SECURITY NUMBER 352-54-5928		
GENE G. ESPOSITO, JR.		
ALL INFORMATION IS UNCLASSIFIED		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

<input type="checkbox"/> Adjustable Rates Rider	<input type="checkbox"/> Cadmiumium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Graduated Premium Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Premium Payment Rider	<input type="checkbox"/> Bimonthly Premium Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Baitcoo Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Rate Rider	<input type="checkbox"/> Other(s) (Specify)
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- |   |  |   |  |   |  |  |
|---|--|---|--|---|--|--|
| <input type="checkbox"/> Adjustable Range Rider | <input type="checkbox"/> Cadmium Rider | <input type="checkbox"/> I-4 Family Rider | <input type="checkbox"/> Graduated Pyramid Rider | <input type="checkbox"/> Biweekly Pyramid Rider | <input type="checkbox"/> Standard Unit Development Rider | <input type="checkbox"/> Graduated Pyramid Rider |
|---|--|---|--|---|--|--|