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LOAN NUMBER: 6386205

RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB
1301 BASSWOOD
SCHAUMBURG, IL 60173



9282055?

92225904 92820552

(Space Above This Line For Recording Data)

MORTGAGE

DEPT-01 RECORDING
T03333 TRAN 7630 11/04/92 14:14:00
43383 4 42-820552
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 06, 1992 . The mortgagor is
NICHOLAS DI SILVIO, LEDOINA DI SILVIO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

UNITED SAVINGS ASSN OF TEXAS FSB

which is organized and existing under the laws of THE UNITED STATES , and whose
address is 3200 SOUTHWEST Fwy, SUITE 2000 HOUSTON, TX 77027 ("Lender"). Borrower owes Lender the principal sum of
EIGHTY THOUSAND AND 00/100

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 MARCH 01, XXXX 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 5 IN BLOCK 7 IN GAUNTLETT, FEUERBORN AND KLODE'S BELMONT HEIGHTS ADDITION,
BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST
FRACTIONAL 1/4 OF SECTION 24, SOUTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY,
ILLINOIS.

12-24-322-031-0000

92820552

THIS MORTGAGE IS BEING RE-RECORDED TO ADD NOTARY SEAL.

which has the address of 3314 NORTH OTTAWA AVENUE
Illinois 60634

(Zip Code)

CHICAGO

[Street, City]

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

1210-0R(L) 10101

VMP MORTGAGE FORMS • (312)202-0100 • (800)521-7221

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Initials: N.P.S.

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Property of Cook County Clerk's Office

928498225904

3500 3rd Avenue
Chicago, IL 60657
Phone: (312) 443-3000

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and 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 combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by 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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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 a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in my Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable 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 attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 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 person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums 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 of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damage, 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and 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 Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is 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 by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

• **Mortgage Insurance.** If Lender receives monies paid by the homeowner to maintain the loan secured by this Deed, Lender will accept it as a contribution to the payment of the principal amount due under the Note.

Any anomalies displayed by Leader under this paragraph shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Leader agree to other terms of payment, these amounts shall bear interest at 10% per annum.

7. Protection of Landlord in the Property. If harmower fails to perform the covenants and obligations contained in this Schedule, or fails to keep the property clean and tidy throughout all the time he occupies it, the landlord may take action under this Paragraph 7, render damages and sue for possession of the property to make repairs. Although Landlord may take action under this Paragraph 7, Landlord does not have to do so.

**6. Ownership, Preservation, Transferance and Protection of the Property! Borrower's Loan Application; Lender's
Borrower shall occupy, leasehold, and use the Property as Borrower's principal residence until day after the execution of
this Security instrument and shall continue to do so until the Property is sold or otherwise disposed of.
Article 6 contains only the following provisions:
a) Commencement of the Term: The term of this Agreement begins on the date of its execution by the parties
and continues until the date of its termination or cancellation, unless otherwise provided in this Agreement.
b) Term: The term of this Agreement is one year, commencing on the date of its execution by the parties.
c) Termination: This Agreement may be terminated by either party upon written notice to the other party,
provided that such notice is given at least 30 days prior to the date of termination.**

Understand what data you have and how to use it effectively for your application. This includes understanding the data types, structures, and relationships, as well as how to query and manipulate the data using appropriate tools and languages.

Similarly, Landor and Dorowever argue that the application of the insurance principle to reinsurance or reparation of the economic loss due to a natural disaster may lead to a reduction in the level of insurance coverage. The 30-day period will begin when the notice is given.

All illustrations, photographs, and renewals shall be accepted and shall include a standard mailing label. Letters or notices may make proof of loss if not made promptly by Bowmanwear.

2.5. Illazard or Property Insurance. Borrower shall keep the Impairment now existing or hereafter accrued on the Property in accordance with Paragraph 7.

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23. Whether or not Borrowser will give full right of possession in the property.
Without charge to Borrower, Borrower shall pay any reasonable collection costs.

22. Receipt. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, fees and costs of title evidence.

21. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to cure the default 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 state that Borrower has the right to remit acceleration and foreclosure. If the notice specifies that the date of a default or any other deficiency of Borrower to acceleration and foreclosure is not earlier than 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 demand and notice, and the right to assert in the foreclosure proceeding the non-exercise of a default or any other deficiency of Borrower to acceleration and foreclosure. It is the intent of this instrument to limit to, reasonable attorney fees and costs of title evidence.

NON-UNIFORM COVENANTS, Borrower and Lender further agree as follows:

As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that regulate solid wastes, radioactive contamination, asbestos or ionizing radiation, and radioactive materials. As used in this Paragraph 20, "Environmental Law" includes solid wastes, radioactive contamination, asbestos or ionizing radiation, and radioactive materials, toxic environmental laws and those following substances: plutonic, kerogen, crude oil, refined petroleum products, toxic chemicals and hazardous wastes.

A reasonable action in accordance with Environmental Law, "Environmental Substances" are those that cause or exacerbate subsidence by removal or other remedial action in accordance with Environmental Law.

20. Environmental Agreements of Private Party Involved in a Partnership and any Environmental Substances. Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any party involved in a partnership and any environmental substance.

21. Environmental Liability. If Borrower has actual knowledge of any Hazardous Substance affecting the property in excess of normal occurrences of any Environmental Substances, or is notified by any government or regulatory authority that any removal or other remedial action in accordance with Environmental Law is necessary to protect the property, Borrower shall provide Lender with notice of such knowledge or information, and any Hazardous Substances present in the property in excess of normal occurrences of any Environmental Substances shall not affect the value of the property.

22. Environmental Substances. Lender shall notify Borrower if a change in two substances that will promptly affect the value of the property. Borrower shall not do, nor allow anything affecting the property to do, any thing affecting the property in violation of any environmental law without prior notice to Borrower. A sale may cause the value of the property to drop sharply in value. The note will be affected if there is a change in a third party's ownership of the property or if there is a change in a third party's ownership of the property.

23. Sale of Note. Lender shall have the right to sell the note in the event of any transfer of the property to another person by any action taken by Lender.

24. Lender's Right to Retain. Lender shall retain the note until the note is paid in full.

25. Right to Retain. Lender shall have the right to retain the note in the event of any transfer of the property to another person by any action taken by Lender.

26. Right to Retain. Lender shall have the right to retain the note in the event of any transfer of the property to another person by any action taken by Lender.

27. Transfer of Title. Lender shall have the right to transfer the note to any third party prior to the maturity date of the note.

28. Transfer of Title. Lender shall have the right to transfer the note to any third party prior to the maturity date of the note.

29. Right to Retain. Lender shall have the right to retain the note in the event of any transfer of the property to another person by any action taken by Lender.

30. Right to Retain. Lender shall have the right to transfer the note to any third party prior to the maturity date of the note.

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37. Transfer of Title. Lender shall have the right to transfer the note to any third party prior to the maturity date of the note.

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39. Right to Retain. Lender shall have the right to retain the note to any third party prior to the maturity date of the note.

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41. Right to Retain. Lender shall have the right to retain the note to any third party prior to the maturity date of the note.

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24. Rider's 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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

Gail Maher

Nicholas Di Silvio

(Seal)

NICHOLAS DI SILVIO

Borrower

Social Security Number

LEDONIA Di SILVIO

(Seal)

LEDOINA DI SILVIO

Borrower

Social Security Number

(Seal)
Borrower
Social Security Number
STATE OF ILLINOIS,
COOK

Social Security Number
County as:

(Seal)

Borrower

1. Gail Maher

, a Notary Public in and for said county and state do hereby certify that

NICHOLAS DI SILVIO, LEDONIA DI SILVIO, HUSBAND AND WIFE

, personally known to me to be the same person(s) whose name(s) 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 therein set forth.

Given under my hand and official seal, this

6 day of February, 1993

Gail Maher

Notary Public

OFFICIAL SEAL

Gail Maher

Notary Public, State of Illinois

My Commission Expires 10/2/93

Form 3014 9/90

This Instrument was prepared by: DIANA ZILL

NR-0R(IL) (9101)