

# UNOFFICIAL COPY

Return Recorded Dec 10,  
Bank One Mortgage Corporation  
9394 W. Higgins Road, 4th Floor  
Rosemont, IL 60018-4940  
Attn: Post Closing Department

I, the undersigned, do hereby declare that I am the principal officer named above, or my duly authorized representative, and that the information contained in this instrument is true and correct to the best of my knowledge and belief. I further declare that I have read the enclosed instructions or that the post closing facts sheet provided to me by the lender contains sufficient information to enable me to understand the obligations of this instrument.

92681188

I further declare that I have been furnished with a copy of this instrument and that I have read it and understand its contents. I further declare that I have read the instructions or post closing facts sheet provided to me by the lender and that the information contained therein is sufficient to enable me to understand the obligations of this instrument.

[Space Above This Line For Recording Data]

## MORTGAGE

ATTESTED THAT THE FOREGOING STATEMENT IS TRUE AND CORRECT IN ALL RESPECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THE DATE HEREIN SIGNED.

I, PETER D. CARUSO, being first named, do hereby declare that I am the husband of Theresa L. Caruso, my wife, and that we are the joint owners of the property described below, and that we are giving this instrument to secure the payment of the sum of \$76,000.00.

This instrument is given to secure the payment of the sum of \$76,000.00, or so much thereof as may be necessary to pay the principal amount of the debt evidenced by this instrument, plus interest thereon, and all costs and expenses of collection, including attorney's fees, from time to time due and owing on the principal amount of the debt evidenced by this instrument.

THIS MORTGAGE ("Security Instrument") is given on November 17, 1992, to **BANK ONE MORTGAGE CORPORATION**, whose address is 111 Monument Circle, Indianapolis, Indiana 46277-0010, hereinafter referred to as "Lender".

We, PETER D. CARUSO & THERESA L. CARUSO, HUSBAND AND WIFE, do hereby declare that we are the joint owners of the property described below, and that we are giving this instrument to secure the payment of the sum of \$76,000.00.

("Borrower"). This Security Instrument is given to **BANK ONE MORTGAGE CORPORATION**, whose address is 111 Monument Circle, Indianapolis, Indiana 46277-0010, hereinafter referred to as "Lender", to secure the payment of the sum of \$76,000.00, or so much thereof as may be necessary to pay the principal amount of the debt evidenced by this instrument, plus interest thereon, and all costs and expenses of collection, including attorney's fees, from time to time due and owing on the principal amount of the debt evidenced by this instrument. Lender is a national banking association, which is organized and existing under the laws of THE STATE OF DELAWARE, whose address is 111 Monument Circle, Indianapolis, Indiana 46277-0010, hereinafter referred to as "Lender". Borrower owes Lender the principal sum of **Seventy-Six Thousand and No/100** Dollars (U.S.\$76,000.00), or so much thereof as may be necessary to pay the principal amount of the debt evidenced by this instrument, plus interest thereon, and all costs and expenses of collection, including attorney's fees, from time to time due and owing on the principal amount of the debt evidenced by this instrument.

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 December 1, 2017. 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:

SEE ATTACHED LEGAL RIDER

19-34-308-015

for the sum of \$33,500.00.

In witness whereof, the parties hereto have executed this instrument this 17th day of November, in the year of our Lord, One thousand nine hundred and ninety-two.

PETER D. CARUSO, Theresa L. Caruso, my wife, my principal officer, my duly authorized representative, and my attorney-in-fact, for myself, my heirs, executors, administrators, successors, assigns, and personal representatives.

CHRISTIAN C. KELLY, Vice President, Single Family Mortgage Division, Bank One Mortgage Corporation, my principal officer, my attorney-in-fact, my personal representative, and my duly authorized representative.

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

Form 3014 9/90  
Amended 5/91  
Page 1 of 8  
VMP MORTGAGE FORMS - (313)293-8110 • (800)521-7211  
VMP (IL) (9103)

T.L.C.

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MD 6R(1L) (9105)

of the actions set forth above within 10 days of the giving of notice.

SECURITY INSTRUMENT. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to remove the lien. If Lender deems it necessary to file a complaint to a court to remove the lien, Borrower shall pay attorney's fees and costs of the action to Lender.

ENFORCEMENT OF THE LIEN. If (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to enforcement of the lien; or (c) secures from the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) conveys its good faith to the Lender by, or defeats any claim of the Lender to the property over which has priority over this Security Instrument; (c) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender.

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

PERSON OWED PAYMENT. Borrower shall promptly furnish to Lender all notices of amounts paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the same date directly to the which may alien priority over this Security Instrument, and leasesold payments, if any, Borrower shall pay these

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

SECURITY INSTRUMENT.

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.

UPON PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL PROMPTLY REFUND TO BORROWER ANY FUNDS

MOUNTLY PAYMENTS, AT LENDER'S SOLE DISCRETION.

IN LENDER'S AMOUNT NECESSARY TO MAKE UP THE DEFICIENCY, BORROWER SHALL MAKE UP THE DEFICIENCY IN NO MORE THAN TWICE

NOT SUFFICIENT TO PAY THE ESCROW LICENS WHEN DUE, LENDER MAY SO NOTIFY BORROWER IN WRITING, AND, IN SUCH CASE BORROWER SHALL PAY THE EXCESS FUNDS IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. IF THIS AMOUNT OF THE FUNDS HELD BY LENDER AT ANY TIME IS

IF THE FUNDS HELD BY LENDER EXCEED THE AMOUNTS PERMITTED TO BE HELD BY APPLICABLE LAW, LENDER SHALL ACCOUNT TO BORROWER FOR MADE. THE FUNDS ARE PLDED AS ADDITIONAL SECURITY FOR ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

AMOUNT ACCOUNDED OF THE FUNDS, SHOWING CREDITS AND DEBITS TO THE FUNDS AND THE PURPOSE FOR WHICH EACH DEBIT TO THE FUNDS WAS

LENDER MAY AGREE IN WRITING, HOWEVER, THAT INTEREST SHALL BE PAID ON THE FUNDS. LENDER SHALL GIVE TO BORROWER, WITHOUT CHARGE, AN

REBATES IMEDED TO BE PAID, LENDER SHALL NOT BE REQUIRED TO PAY A SUM-EQME CHARGE FOR AN INDEPENDENT REAL ESTATE TAX REPORTING SERVICE USED BY

HOWEVER, LENDER MAY REQUIRE BORROWER TO PAY A SUM-EQME CHARGE FOR AN INDEPENDENT REAL ESTATE TAX REPORTING SERVICE USED BY

LENDER IN CONNCTION WITH THIS LOAN, UNLESS APPLICABLE LAW PROVIDES OTHERWISE. UNLESS AN AGREEMENT IS MADE OR APPLICABLE LAW

LENDER, UNLESS LENDER PAYS BORROWER IN ARREST ON THE FUNDS AND APPLICABLE LAW PERMITS LENDER TO MAKE SUCH A CHARGE,

THE ESCROW TERMS, UNLESS LENDER IS SUCH AS SUCH AN INSTITUTION) OR IN ANY FEDERAL HOME LOAN BANK, LENDER SHALL APPLY THE ESCROW

LENDER, IF LENDER IS SUCH AS SUCH AN INSTITUTION) OR IN ANY FEDERAL HOME LOAN BANK, LENDER SHALL PAY THE ESCROW

THE FUNDS SHALL BE HELD IN AN INSTITUTION WHOSE DEPOSITS ARE INSURED BY A FEDERAL AGENCY, INSTRUMENTALITY, OR ENTITY (INCLUDING

OTHERWISE IN ACCORDANCE WITH APPLICABLE LAW).

CALCULATE THE AMOUNT OF FUNDS DUE ON THE BASIS OF CURRENT DATA AND REASONABLE ESTIMATES OF EXPENDITURES OF FUTURE ESCROW LICENS OR

AMOUNTS. IF SO, LENDER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE LESSER AMOUNT LENDER MAY AMENDED FROM TIME TO TIME, 2 U.S.C. SECTION 2601 ET SEQ. ("RESPA"), UNLESS ANOTHER LAW THAT APPLIES TO THE FUNDS SETS A LOWER

MARGINAGE LOAN MAY, PROVIDED FOR BORROWER'S ESCROW ACCOUNT UNDER THE FEDERAL REAL ESTATE SETLEMENT PROCEDURES ACT OF 1974 AS LENDER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE MAXIMUM AMOUNT LENDER FOR A FEDERAL RELATED PROVISIONS OF PARAGRAPH 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS. THESE ITEMS ARE CALLED "ESCROW LICENS."

ANY; (C) YEARLY MORTGAGE INSURANCE PREMIUMS, IF ANY; AND (D) ANY SUMS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH THE OR GROUND RENTS ON THE PROPERTY, IF ANY; (C) YEARLY HAZARD OR PROPERTY INSURANCE PREMIUMS; (D) YEARLY FLOOD INSURANCE PREMIUMS, IF

AND ASSESSMENTS WHICH MAY AFFECT LENDER'S SECURITY INSTRUMENT AS A LIEN ON THE PROPERTY; (B) YEARLY LEASEHOLD PAYMENTS 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

2. FUNDS FOR TAXES AND INSURANCE. SUBJECT TO APPLICABLE LAW OR TO A WRITTEN WAIVER BY LENDER, BORROWER SHALL PAY TO

PRIINCIPAL OF AND INTEREST ON THE DEBT EVIDENCED BY THE NOTE AND ANY PREPAYMENT AND LATE CHARGES DUE UNDER THE NOTE.

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. BORROWER SHALL PROMPTLY PAY WHEN DUE THE

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

THIS SECURITY INSTRUMENT COMBINES UNITORM COVENANTS FOR NATIONAL USE AND NON-UNITORM COVENANTS WITH LIMITED

VARIATIONS BY JURISDICTION TO CONSOLIDATE A UNITORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

THIS SECURITY INSTRUMENT GRANT AND CONFEEY THE PROPERTY TO THE BORROWER AS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD, BORROWER WARANTS AND

DEFEND GENERALLY THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY ENCUMBRANCES OF RECORD.

BORROWER COVENANTS THAT BORROWER IS LAWFULLY SEIZED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO MORTGAGE,

ALL OF THE PROPERTY IS RECURRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERAFTER ERECTED ON THE PROPERTY, ALL REPAIRS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT,

STRUCTURES NOW OR HERAFTER A PART OF THE PROPERTY. ALL REPAIRS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT, AND

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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 requires 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 amounts may be used to offset the principal, additional interest, and/or premium payments due to Lender as a result of the loss or damage to the property, or to reduce the amount of principal or interest due to Lender as a result of the loss or damage to the property.

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Form 300-90  
Initials: *[Signature]*

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7.2.C

Given effective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

be severable.

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be justified in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note are declared to

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

by first class mail unless otherwise use of another method. The notice shall be directed to the Property Address or

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it

under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender.

permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower, exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the loan and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan and any amounts secured by this Security Instrument is subject to a law which sets maximum loan charges,

13. Loan Charges. If the loan secured by this Security Instrument or the Note which suit the Borrower's consent

make any accommodations with regard to the terms of this Security Instrument or the Note that Borrower's consent is secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interests in the Property under the terms of this Security Instrument; (d) is not personally obligated to pay the sums

Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to mortgagee, grant and convey that

paragraph 17. Borrower's co-contractants and successors and assigns of Lender and Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability Co-signers. The covenants and agreements of this

right or remedy.

in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors

commodifications against any successor in interest or cause to extend time for payment or otherwise modify amortization of

not operate to release the liability of the original Borrower or Borrower's successors in interest Lender shall not be required to

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance Not a Waiver. Extension of the time for payment of modification

the due date of the monthly payments reflected in paragraphs 1 and 2 or change the amount of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security Instrument whether or not the due.

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

if the Property is all used by Borrower, or if, after notice to Borrower that the condemner offers to make an

sums secured by this Security Instrument whether or not the sums are then due.

Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the proceeds shall be applied to 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

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

Security Instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total amount of

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

whether or not then due, with any excess paid to the Property in which the fair market

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

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

Borrower notice at the time of or prior to an inspection specifically regarding cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect any part of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

that Lender required to maintain mortgage instrument in effect, or to provide a loss reserve, until the requirement for mortgage premiums provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the period

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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16. Borrower's Copy. Borrower shall be given one confirmed 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. These 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 advised 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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## BANC ONE MORTGAGE CORPORATION

MDP-6R(1L) (1010)

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This instrument was prepared by: SHANNON MOORE

*Laura M. Moore*

Notary Public  
State of Illinois  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION NUMBER 10/15/94

Given under my hand and delivered the 26th day of July, 1992, to the undersigned and delivered the said instrument as three and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is personally known to me to be the same person(s) whose name(s) are handwritten above.

I, undersigned,

Given under my hand and delivered the said instrument as three and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is personally known to me to be the same person(s) whose name(s) are handwritten above.

County ss:

Dec 6

STATE OF ILLINOIS,

Borrower  
(Seal)

Borrower  
(Seal)

THERESA L. CARUSO

Borrower  
(Seal)

PETER C. CARUSO

Borrower  
(Seal)

Witnesses:

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

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - I-A Family Rider
  - Graduate Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Rate Improvement Rider
  - balloon Rider
  - V.A. Rider
  - Second Home Rider
  - Other(s) [Specify]

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.

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LEGAL DESCRIPTION:

Lot 1 in Ahern's Resubdivision of Lot 12 of Block 28 and Lot 6 of Block 29 of Frederick H. Bartlett's City of Chicago Subdivision of Lots 2 and 3 in Assessor's Subdivision of Section 34, Township 38 North, Range 13, East of the Third Principal Meridian (except the part of the East 129 feet of the West 1/2 of the Southwest 1/4 of said Section 34 which lies in Lot 3 in Assessor's Subdivision and except railroad) and of Lot 28 in Arch A. Herrmann's Kenton Avenue Resubdivision of Lot 11 in Block 4 and Lots 13, 14, 15 and 16 in Block 5 in Fredarick H. Bartlett's City of Chicago Subdivison aforesaid and that part of the East 129 feet of the West 1/2 of the Southwest 1/4 of said Section 34, which is contained in Lot 3 in said Assessor's Subdivision in Cook County, Illinois.

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