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MORTGAGE

10661037-4

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 24TH** 1992. The mortgagor is **JOSEPH P. BELLAFFIORE AND NICHELE A. BELLAFFIORE, HIS WIFE**

This Security Instrument is given to **SOURCE ONE MORTGAGE SERVICES CORPORATION** ("Borrower"), which is organized and existing under the laws of **DELAWARE** and whose address is **27515 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357** ("Lender").

Borrower owes Lender the principal sum of **NINETY NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100** Dollars (U.S. \$ **99,750.00**).

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 **DECEMBER 1ST, 2022**.

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(ly) described property located in

COOK County, Illinois:
LOT 4092 IN WOODLAND HEIGHTS UNIT #1, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE JUNE 24, 1969 AS DOCUMENT NO. 20880926, IN COOK COUNTY, ILLINOIS.
06-26-406-010 VOL. 61

DEPT-01 RECORDING 127.30
112444 TRAN 3165 12/07/92 16132600
7733 * 92-9 18296
COOK COUNTY RECORDER

which has the address of **408 BEEBE COURT**, **STREAMWOOD**, Illinois **60107** ("Property Address");
(Street) (City)

Illinois **60107** ("Property Address");
(Zip Code)

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

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21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any government 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 the notice is given to Borrower, by which the default must be cured, will result in acceleration of the loan and the loan shall be immediately due.

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

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 radon/clearing 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.

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 use or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Hazardous Substances allocated to the Property shall promptly take all necessary remedial actions in accordance with Environmental Law. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances on or in the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. 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 Substances or Environmental Law of which Borrower has actual knowledge.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with the 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 the Security Instrument. There also may be one or more changes of the Loan Servicer with respect 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.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of the Security Instrument discontinued at any time prior to the earlier of: (a) 60 days (or such other period as applicable law may specify for enforcement of the Security Instrument); (b) payment of the full amount of the loan, including interest, principal, and all other amounts due; or (c) the date of the maturity of the Security Instrument. These conditions are: (a) Borrower must have no other obligations or judgments against the Property; (b) Borrower must have no other liens or mortgages on the Property; (c) Borrower must have no other judgments against the Property; and (d) Borrower must have no other judgments against the Property. Upon satisfaction of these conditions, the Security Instrument shall be terminated and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate will not apply in the case of acceleration under paragraph 17.

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 the transferee is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all amounts secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised by federal law as of the date of the Security Instrument. 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.

16. Borrower's Copy. Borrower shall be given one nonrecorded copy of the Note and of this Security Instrument. 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 the transferee is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all amounts secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised by federal law as of the date of the Security Instrument. 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.

15. Governing Law; Venue. 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 the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument and the Note which are not affected by such conflict. To the extent that the provisions of the Security Instrument and the Note conflict, the provisions of the Note shall prevail.

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 Lender designates by notice to Borrower. Any notices provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 limit, 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 treating as a partial prepayment without any prepayment charge under the Note.

12. Substitution and Assigns Bound; Joint and Several Liability Co-Borrowers. The covenants and agreements of this Security Instrument shall bind and assign to 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 and shall be bound by its terms; and (b) shall be jointly and severally liable with the other Borrowers for the performance of the Note. Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the consent of the other Borrowers.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the loan 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or release that for payment or otherwise modify amortization of the loan secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor 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.

10. Condemnation. The proceeds of any award in 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, 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, the amount of the sums secured shall be reduced by the amount of the fair market value of the Property immediately before the taking. 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.

9. Inspection. Lender or its agent may make reasonable written 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.

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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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 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:

_____ (Seal)
 JOSEPH P. BELLAFIORE - Borrower
 Social Security Number 360-68-1792

_____ (Seal)
 MICHELE A. BELLAFIORE - Borrower
 Social Security Number 324-42-5524

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

Prepared By and When Recorded, Return To:
LISA GEORGE
SOURCE ONE MORTGAGE SERVICES CORPORATION
4849 WEST 167TH STREET
OAK FOREST, IL 60452



_____ [Space Below This Line For Acknowledgement]
STATE OF ILLINOIS, COOK County ss:

The foregoing instrument was acknowledged before me this 24TH DAY OF NOVEMBER, 1992 by Joseph P. Bellafiore and Michele A. Bellafiore (date)

My Commission expires: _____
Notary Public, _____ County, Illinois.



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