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WESAV MORTGAGE CORPORATION 2211 YORK ROAD, SUITE 402 OAK BROOK, IL 60521

92933813

Loan #: 6493106 Process #:

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

December 4 19 92

ANTHONY V. PARRILLI and CATHERINE A. PARRILLI, HIS WIFE The mortgagor is

("Borrower").

This Security Instrument is given to WESAV MORTGAGE CORPORATION

whose address is 9060 FAST VIA LIN.A STREET, SCOTTSDALE, AZ 85258-5146

("Lender").

Borrower owes Lender the principal was of

One Hundred Forty Four Thousand and No/100

144,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This S cur ty Instrument secures to Lender: (a) the repayment of the debt evidenced by January 1, 2023 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 recurity 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 County, Illinois:

> LOT 15 (EXCEPT THE EAST 16 FEET THE POF AND THE SOUTH 1/2 OF E-W 16 FEET VACATED ALLEY LYING NORTH AND ADJOINING THERETO) IN BLOCK 2 IN GEORGE GAUNITLETT'S COUNTRY CLUB ADDITION TO PARK RIDGE IN THE NORTH 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIPOIS.

PERMANENT INDEX NUMBER: 09-26-104-029

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which has the address of

935 NORTH GREENWOOD AVENUE

PARK RIDGE

[Street]

Illinois

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60068 12io Codel

("Property Address");

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 seised of the estate hereby conveyed and has the right to 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.

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

Form 3014 9/90

BOX MA

Page 1 of 4

LDoc427 (3/81)

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UNIFORM COVENANTS: Burrows and Lender covenant and spree artefilows:

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 mid in full, a sum ("Punds" 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, 'any; (c) yearly heaveful or property insurance premiums; (d) yearly leasehold payments or ground rents on the Property; any; (c) yearly heaveful or property insurance premiums, (d) yearly heaveful or provisions of paragraph in, 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 loam 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. \$2601 or seq. ("RESPA"), unless another law that applies to the Funds sets a leaser 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 date and reasonable estimates of expenditures of future Escrow Items. Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pay Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless an annua

Lyons payment in full of all sums secured by this Security Instrument, Lender, Hill ander, Hill under para of and 21, Lender shall acquiser os sell the Property, Lender, prior to the equisition or sale of the Property, shall apply any Pune's beld by Lender at the time of acquisition of sale as a credit against the sums secured by the Property shall apply any Pune's beld by Lender at the time of acquisition of sale as a credit against the sums secured by the Property shall property and 2 shall be applied: first, to any re-payment charges due under the Note; second, to amounts payable under paragraph 2, third, to interest due; fount, to principal dies, and last, to any late charges and under the Note; and the property of the control of the property of the pr

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.

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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 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 more accordance and and the property of the proceeds shall be applied to the more accordance and the property.

10. Coademantion or other taking of any part of the Property, or for coaveyance in lieu of condemantion, 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 in mediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before 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 divided by (b) the fair market value of the Property in which the fair market value of the Property in mediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured 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 Rorrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collear and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument by reach of the sums secured to the sums secured by the secure of the sums secured by the secure of the sums secured by the secure of the su

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 vann given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be so erned 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.

16. Borrower's Copy. Borrower shall be given one conformed 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 Porrower 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 prohibite; by federal law as of the date of this Security Instrument.

Instrument. However, this option shall not be exercised by Lender if exercise is prohibite thy federal law as of the date of the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of notice is stan 30 days from the date the notice is delivered or mailed within which Borrower is to pay these sums prior to the expiration of this period, Lenue, may invoke any remediate permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower nects 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 perior 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 and the Note as if no acceleration had occurred; (b) class any defendence of the reasonable attorneys feets, and (d) takes such action as Lender may reasonably require to assure that the ben 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 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 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 and occurred objects monthly payments due under the Note of instant shall not apply to the case of acceleration and

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.

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NON-UNIFORM COV u thur coven nt and a 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 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. 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 Condominium Rider 1-4 Family Rider Graduated Payment Rider Biweekly Payment Rider Planned Unit Development Rider Balloon Pader Rate Improvement Rider Second Home Rider Other(s) [sperify] BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by 30 rower and recorded with it. Witnesses: .:(Seal) anihony v. *P*arrilli ocial Security Number: 323-58-8979 (Scal) CATHERINE A. PARRI 361-40-5559 Social Security Number: .(Scal) Social Security Number: (Scal) Social Security Number: COCK State of Illinois, County ss: The foregoing instrument was acknowledged before me this ANTHONY V. PARRILLI and CATHERINE A. PARRILLI Witness my hand and official seal. "OFFICIAL SEAL BONNIE J. MILLER Notary Public, State of Illinois My Commission Expires 1-8-95

Page 4 of 4

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Motary Public, State of Illinois
My Commission Expires 1-8-95

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