

PREPARED BY: UNOF
BRIAN HELLGETH
ARLINGTON HEIGHTS, IL 60005

UNOFFICIAL COPY

RECORD AND RETURN TO:

92116253

921-8253

BRIAN FINANCIAL SERVICES, INC.
2045 S. ARLINGTON HEIGHTS RD. - STE. 103
ARLINGTON HEIGHTS, ILLINOIS 60005

[Space Above This Line For Recording Data]

MORTGAGE

281-0379

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 14, 1992. The mortgagor is
FRANCES STEPHEN ARITO AND DARLENE M. ARITO, HUSBAND AND WIFE

(“Borrower”). This Security Instrument is given to
BRIAN FINANCIAL SERVICES,

DEPT-OF RECORDING

\$31.50

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 2045 S. ARLINGTON HEIGHTS RD. - STE. 103 ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender"), Borrower owes Lender the principal sum of SIXTY-TWO THOUSAND

ARDINGTON HEIGHTS, ILLINOIS 60005. Lender,). Borrower owes Lender the principal sum of
SIXTY TWO THOUSAND 62,000.00

AND 00/100 Dollars (U.S.\$ 82,000.00). 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 **MARCH 1, 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 9 IN WILLOW RIDGE SUBDIVISION OF PART OF THE SOUTH WEST 1/4
OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED JUNE 18, 1987 AS DOCUMENT 87333886, IN COOK
COUNTY, ILLINOIS.

27-27-223-013 27-27-223-013
92118600

which has the address of 9107 WESTWOOD DRIVE, ORLAND HILLS
Illinois 60477 ("Property Address");

Street, City

Zip Code

DPG 10ca

ILLINOIS Single Family Freddie Mac/Freddie Mac UNIFORM INSTRUMENT

MAIL-OR-HOME 100% NO-COST PREQUALIFICATION FORMS • (313)283-8100 • (800)521-7291

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 regulation), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. Borrower's Copy. Borrower shall be given one controlled copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Note is held to be invalid or unenforceable, to the extent of such invalidity or unenforceability, such provision 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.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless otherwise required under 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.

prepaid maintenance charges under the Note.

13. **Loan Charges.** If the loan secured by this Security Instrument is disbursed 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 exceed the charge to the permitted limit, and (c) any sums already collected from Borrower which exceed the charge to the permitted limit, will be refunded to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by making a direct payment to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covernments and agreeements of this Securitly Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisios of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Securitly Instrument shall be liable under the same as if he were the original Borrower.

11. Borrower Not Released; Forfeiture Clause By Lender. Extension of the time for payment or modification of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original 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 modification of the sums secured by this Security Instrument if the reason of any demand made by the original Borrower or Borrower's successors in interest of Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

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.

If the Property is abandoned by both owner, or if, under notice by tender to both owner, under the circumstances others 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 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.

making, unless it is never and under circumstances agreeable in writing of unless application raw owner wise providers, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sums are then due.

before the taking. Any balance shall be paid to Bonoverre; in the event of a partial taking or if the property is withdrawn before the taking.

this Security Instrument shall be reduced by the amount of the proceeds multipled by the following fraction: (a) the total amount of the sums secured immediately before the filing, divided by (b) the fair market value of the Property immediately after the filing of a notice of a stay of proceedings under section 1011 of the Bankruptcy Act.

market value of the property immediately before the booking is equal to or greater than the amount of the sums secured by security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

In the event of a claim arising out of the Property, the proceeds shall be applied to the sums secured by this instrument,

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

Borrower will cause at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Payments may no longer be required, at the option of Lender, if the mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against losses resulting from damage to the property that Lender insures ends in accordance with any written agreement between Borrower and Lender or applicable law.

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23. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.

22. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration of all wing Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under a paragraph if unless applicable law provides otherwise), The notice shall specify: (a) the date 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.

NON-DIMINISHING RETURNS: Returns will be higher for more aggressive asset classes as well.

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.

Borrower shall promptly give Learner written notice of an investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Deed, Party and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower leases, or is not held by any government or regulatory authority, that any removal of other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

20. Hazardous Substances, Bottles or containers, shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. However, no owner 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

19. **Balance of Note:** Changing of Loan Service. The Note or a partial interest in the Note (or/other) 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. If there is a change of the Loan Servicer, Borrower will be one 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 Remonstrate. 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. Those conditions are that Borrower: (a) pays 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; and (d) takes such action as Lender may reasonably require to assure that the Lender's rights in the 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 thereby 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.

11 Leader exercises this option, Leader shall give Borrower notice of acceleration, if 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, Leader may invoke any remedies permitted by this Deed-in-Lieu instrument without further notice or demand on Borrower.

of this Security Instrument.

17.1 Transfers 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

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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
- 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.

Josephine L. Sosa
Witness

Frances Stephen Arito
FRANCES STEPHEN ARITO
FRANCIS

(Seal)

Borrower

Carrie Massie
Witness

Darlene M. Arito
DARLENE M. ARITO

(Seal)

Borrower

92118253

Frances Stephen Arito
FRANCES STEPHEN ARITO
FRANCIS

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

THE UNDERSIGNED

I, *Josephine L. Sosa*, Notary Public in and for said

county and state do hereby certify that

Frances Stephen Arito and Darlene M. Arito, Husband and Wife

FRANCIS

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 14TH day of

FEBRUARY

1992

My Commission Expires: MARCH 28, 1992

Josephine L. Sosa
Notary Public