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ITEM 13761 (800)
TOWN MORTGAGE
Form 3014-905 (Page 1 of 6 pages)

ILLINOIS - Single Family - Residential Mortgage Instrument

Illinois 60546 Zip Code

which has the address of 240 PAINTER ROAD Street

(Property Address)

(City)

MARSHFIELD

RE

COOK COUNTY RECORDER
46580 + B * 92-177349
14702 TMA# 031103/18/92 14138100
131.50 DEPT-01 RECORDING

County, Illinois:

COOK

LOT 1 IN CICCARDELLI SUBDIVISION OF LOT 20 IN BLOCK 5 IN THE
FIRST DIVISION OF MARSHFIELD, A SUBDIVISION IN THE SOUTHERN 1/4
OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE TOWN PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 92-177349

Grant and convey to Lender the following described property located in
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage,
intercess, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the repayment of all other sums, with
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
Dollars (U.S. \$ 100,000.00). This note is evidenced by Borrower's note dated the same date as this Security
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THOUSAND AND 00/100

200 SW JEFFERSON, PORTLAND, OR 97102

which is organized and existing under the laws of the United States of America, and whose address is
MAYER VALLEY MORTGAGE BANK, P.O.

The mortgagor is BERNARD NOCCAMOVA and KATHLEEN P. NOCCAMOVA, husband and wife
THIS MORTGAGE ("Security Instrument") is given on March 11, 1992

MORTGAGE

(Please check the box for Recording Data)

92-177349

92-177349

REALTY TITLE, INC.
ORDER # 20151-C

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Property of Cook County Clerk's Office

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

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ITEM 18765 (605)

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the Property. Leader 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 of claim for damages, direct or consequential, in connection with

8. **Mortgagee Insurance.** If Leader required mortgagee insurance as a condition of making the loan received by this Security instrument, Borrower shall pay the premiums required to maintain the coverage required by Leader in accordance with the terms of this instrument. The mortgagee insurance premiums required to obtain coverage substantially equivalent to the mortgagee insurance previously in effect, from an ultimate mortgagee required to obtain coverage substantially equivalent to the mortgagee insurance previously in effect, at a cost substantially equal to the cost to Borrower of the mortgagee insurance previously in effect, shall be paid by Borrower to the premium lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage is provided by Leader. If subsequently equilibrium insurance coverage is not available, Borrower shall pay to Leader an insurance coverage lapse or ceased to be in effect. Leader will accept use and retain these payments as a loss recoverable under each policy of mortgage insurance coverage. Losses recoverable payments may no longer be required, at the option of Leader, if mortgage insurance becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance coverage (in the amount and for the period that Leader requires) provided by an insurer approved by Leader or to provide a loss recoverable until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Leader.

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 to Lender to Borrower requesting payment.

7. Protection of Leader's Rights in the Property. If Bankrupt or defrauds us to perform the convenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leader's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce liens or judgments),

Proprietary (such as a proceeding in bankruptcy, probate, for condemnation or to enforce liens or judgments), which Leader may do and pay for whatever is necessary to protect the value of the Property and Leader's rights in the property, Leader's actions may be ratified by a loan which has priority over the Security Interest.

8. Protection in Case of Non-Payment. If Leader fails to pay any sums secured by a loan which has priority to the Property in full, paying reasonable attorney fees and entitling us to sue for payment. Although Leader may sue for payment in court, paying reasonable attorney fees and entitling us to sue for payment, Leader does not have to do so.

6. Occupancy, Leaseholds, Borrower shall occupy, lease or rent the Property as Borrower's Loan Appellee; All tenement and Projector's leasehold interest in the Property as Borrower's Loan Appellee; and use the Property as Borrower's principal residence 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 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 feature of the Property is destroyed, whether civil or criminal, is begun but abandoned or could result in forfeiture of the Property, or otherwise materially impair the loan created by Lender's Good faith judgment or Lender's security interest. Borrower may cure such a default and renew the loan created by Lender's Good faith judgment or security interest or other remedy available to Lender, in Lender's sole discretion, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that it is without merit.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 2, 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 in accordance with the acquisition.

United States Landlord and Borrower underwritten by UnitedHealthcare Insurance Company of America to restoration of property or damage, if the restoration of property is economically feasible and Landlord's security is not breached, if the restoration of property is not economically feasible or repair is not feasible or Landlord's security is not breached, if the security sums secured by this Security Instrument, whether or not then due, The 30-day period will begin offered to settle a claim, then Landlord may collect the insurance proceeds. Landlord may use the proceeds to repair or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, or does not answer within 30 days a notice from Landlord that the insurance carrier has

for the periods that Landor requires. The insurance carrier providing his insurance shall be chosen by the parties to Landor's approval, which shall not be unreasonable without his agreement. If Borrower fails to maintain coverage as required, Landor may, at Landor's option, obtain coverage to protect Landor's rights in the Property in accordance with the terms above.

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ITEM 10764 (910)

certification of this Security Instrument disclaims all liability prior to the earlier of: (a) 5 days (or such other period as

remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Lender exercises his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of any Lender 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 consent, such transfer shall not be characterized by Lender as prohibited by federal law as of this date or this Security Instrument. However, this opinion shall not be characterized by Lender if exercise is prohibited by federal law as of this date or this Security Instrument.

such as grants, subsidies, and tax incentives can also be used to encourage companies to invest in R&D.

13. **Governability Law/Sovereignty.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Project is located. In the event that any provision or clause of this Security Instrument 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

produced for in this document shall be deemed to have been given to both of the parties or to one of them if given to one of them.

1st. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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 of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

Programmatic chart charge under the Note.

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 calculated as to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan claim shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected shall be reduced by the amount necessary to reduce the charge to the permitted limit.

12. Successors and Assigns: Joint and Several Liability; C-Debtors. The covinants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lenders 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 shall be liable to the Lenders and Borrower, subject to the provisions of this Security Instrument.

original Borrower or Borrower's successors by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower's Note Recited; Borrower's Note & Waiver. Execution of the due date of the monthly payments due upon demand or such payments, pospone the due date of the monthly payments recorded in paragraphs 1 and 2 or change the amount of such payments.

sums sought by this Security Instrument, which is or may hereafter be due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award for cellulite 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 sale of the Property.

on which specific procedures shall be adopted to do these sums accounted by this security instrument without notice or notice and sums

In the event of a loss occurring to the Property, the Purchaser shall be entitled to a partial taking of the Property in instrument, whether or not there is a right to sue for damages resulting from the loss, unless the Purchaser has given notice to the Seller of the loss within a reasonable time after it occurs. In the event of a partial taking of the Property by the Seller, the Purchaser shall be entitled to a reduction in the purchase price of the Property by the amount of the loss suffered by the Purchaser.

any condonement or quiet enjoyment of any part of his property, or for conveying same to the end of compensation, the ready

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■ אודות ליטרature במקורות פואטיים

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וְתִבְרֵגָה (טַבְרָא)

21. **NON-UNIFORM COVENANTS.** Borrower and Lender agree that covenants and agreements as follows:

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any applicable law provides otherwise). The notice shall specify: (a) the date; (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; (d) why which the default must be cured; and (e) that failure to cure the default on or before the date specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The trustee shall pursue its right to remitate after acceleration and the right to accept in the foreclosure procedure proceedings 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 (e). In the event of acceleration and foreclosure, Lender shall have all rights available to it under the terms of this Agreement, including the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

22. **Borrower.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

NON-UNIFORM COVENANTS. Bottom-of-the-order further covocation and agree as follows:

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory authority involving the Property and any Hazardous Substances at Environmental Law, or which Borrower has actual knowledge of Borrower's terms, or is notified by any government authority that any removal or remediation of any Hazardous Substances according to Environmental Law is necessary. Borrower shall promptly take all necessary action in accordance with Environmental Law.

20. Hazardous Substances. Borrower shall not cause or permit the practice, 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 proceeding two subsections shall not apply to the present, use, or normal residential use; and to maintenance of the Property.

19. Sale of Note; Change of Loan Servicer. The Note or a parallel instrument in the Note (logbooker 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 will be given written notice of the change to all parties to the Note. 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.

Applicable law may specify for remittances) before sale of the Property pursuant to any Powers of Sale contained in the Security Instrument; or (b) entry of a judgment enforcing the Security Instrument. These considerations are the Borrower's responsibility; Lender will sums which then would be due under this Security Instrument and the Notes as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this agreement; (d) carries out reasonable attorney's fees; and (e) pays all other convenants of any other agreement entered into by the parties.

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STELM 107878 (01/03)

Portia, IL 61602

200 W Jefferson
Peoria, IL 61602

(~~suppV~~)

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My Commission applies:

Given under my hand and official seal, this

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and delivered the said instrument as

subscribed to the foregoing instrument, appended before me this day in person, and acknowledged that John J. Kelly has signed and delivered the said instrument as

personally known to me to be the same (or only) witness named(s).

• All available evidence
• A noisy public is not far and country and town
do hereby certify that

1. All relevant legislation.
2. A Notary Public in and for said country and state.

STATE OF ILLINOIS.

— 5810-91-92 — Social Security Number

STATE OF ILLINOIS

REGISTRATION & DOCUMENTATION

Social Security Number

Social Security Number

RECEIVED RECORDING

(PSS) _____ K-12 _____

By SIGNING THIS FORM, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN PAGE(S) THROUGH O OF THIS SECURITY INSTRUMENT AND IN ANY NDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandulated Pyramid Rider	<input type="checkbox"/> Plated Thin Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) (Specify)
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24. **Risk factors to the Security Instrument.** It is one of many risks are exposed by Borrower and co-exposed together with this Security Instrument, the covariant and agreeements of such such risk shall be incorporated into and shall stand and supplemental the covariant and agreeements of this Security Instrument as if the risk(s) were a part of this Security Instrument. [Check applicable box(es)]

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