

# UNOFFICIAL COPY

MAIL  
HINSDALE FEDERAL BANK FOR SAVINGS  
P.O. BOX 386 HINSDALE, ILLINOIS 60521

92205219

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LOAN # 001-1106654

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 26, 1992. The mortgagor is BARBARA E. MUSILLAMI, A. WIDOW.

(Borrower"). This Security Instrument is given to HINSDALE FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of the UNITED STATES, and whose address is P.O. BOX 386, GRANT SQUARE, HINSDALE, IL 60521 ("Lender"). Borrower owes Lender the principal sum of THIRTY-EIGHT THOUSAND AND NO/100 Dollars (U.S. \$ 38,000.00). 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 APRIL 1, 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 described property located in COOK County, Illinois:

LOT 2 IN EDGEWOOD PARK UNIT 3, A SUBDIVISION OF LOT "A" IN EDGEWOOD PARK UNIT NO. 2, A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID EDGEWOOD UNIT 3 REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON APRIL 25, 1963 AS DOCUMENT NUMBER 2087761.

PERMANENT TAX NUMBER: 18-16-108-035 VOL NO: 081.

DEPT-11 RECORD.T \$33.50  
T#7777 TRN 9409 03/27/92 12:46:00  
\$8503 F G \*-92-205219  
COOK COUNTY RECORDER

which has the address of 2 MERRY COURT, COUNTRYSIDE, IL  
[Street] [City]

Illinois 60525-0000 ("Property Address"); 3350  
[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 seised 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.

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## 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 requirement 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 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.

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RIDER

LOAN NO. 001-1106654

This Rider is made this 26TH day of MARCH, 19 92

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt [the "Security Instrument"] of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL BANK FOR SAVINGS

[the "Lender"] of the same date [the "Note"] and covering the property described in the Security Instrument and located at 2 MERRY COURT

COUNTRYSIDE IL 60525-0000  
(PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

*Barbara E. Musillami* (Seal)  
BARBARA E. MUSILLAMI (BORROWER)

(Seal)  
(BORROWER)

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Property of Cook County Clerk's Office

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16. **Horroneer's Copy.** Borrower shall be given one conformable 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  
incomes; in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural

15. Governing Law; Severability. 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 or clause of this Security Instrument is held invalid or unenforceable, the parties shall negotiate in good faith to amend such provision or clause to reflect their original intent as closely as possible.

44. Notices. Any notice to Borrower or provided for in this Security Instrument shall be given by mailing it or by first class mail unless otherwise specified below. Any notice to Lender shall be given by deliverying it or by first class mail to Lender's address set forth above. Any other notices shall be delivered to Borrower at its address set forth above or to its last known address. Any notice to Lender shall be given by deliverying it or by first class mail to Lender's address set forth above or to its last known address. Any notice to Borrower shall be given by deliverying it or by first class mail to Borrower's address set forth above or to its last known address.

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 will exceed 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal and under the note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without a fee.

12. Successors and Assigees Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors, or, and assignees 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 instrument but does not execute the Note: (a) is co-signing this security instrument only to mortgage; (b) is co-signing this instrument under the terms of this Note; (c) agrees that Lender and any other Borrower may agree to extend, modify, amend, or renew this instrument; and (d) agrees that Lender and any other Borrower may agree to obligate to pay the sums secured by this Security instrument; and (e) agrees that Lender and any other Borrower may agree to extend, modify, amend, or renew this instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed of principal the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 11. Borrower Not Released: Forbearance Not a Waiver. Extension of the time for payment or modification of amortization of the principal 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or exercise its right of foreclosure on the security instrument or otherwise modify the terms of the security instrument by reason of any transfer of title to the property securing the same.

9. Inspection: Under or its agent may make reasonable entries upon and inspectors of the property; technical surveys  
give Borrower notice at the time of prior to an inspection specific 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

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7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lender's rights in the Property, Lender may include paying any sums secured by a lien which has priority over this security instrument, along with reasonable attorney fees and expenses on the property to make repairs. All other may take action under

Unless less Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone less than 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 the extent of the sums secured by this Security instrument to the acquirer.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security would be lessened, if the restoration or repair is not economically feasible or Lender's security would be lessened, if the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not due. The 30-day period will begin when the notice of default is given under this instrument, whichever occurs later.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard mortgage clause. Leander shall have the right to hold the policies and renewals. If Leander requires, Borrower shall promptly give to the insurance carrier and paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and handle funds made available to us if our made available by Borrower.

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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. Those 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 notified 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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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       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider

Other(s) [specify] MORTGAGE RIDER -

## PARAGRAPH 17 SUPPLEMENT

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:

X *Barbara E Musillami* ..... (Seal)  
BARBARA E. MUSILLAMI - Borrower

Social Security Number .....

..... (Seal)  
- Borrower

Social Security Number .....

..... (Seal)  
- Borrower

Social Security Number .....

..... (Seal)  
- Borrower

Social Security Number .....

92205219

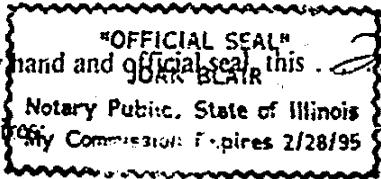
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS..... *COOK*..... County ss:

I, ..... *DAN BLAIR*....., a Notary Public in and for said county and state,  
do hereby certify that BARBARA E. MUSILLAMI, A WIDOW.....  
....., personally known to me to be the same person(s) whose name(s) ..... I.S....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... he ....  
signed and delivered the said instrument as ..... *1/27/92*.... free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal this ..... *26*.... day of *MARCH*..... 19 *92*....

My Commission expires *5/28/95*



*J*  
Notary Public