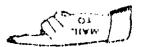
WHEN RECORDED MAIL TO: WASHINGTON SQUARE MORTGAGE COMPANY 4500 WESTOWN PARKWAY, SUITE 300 WEST DES MOINES, IA 80248-0787



1903 NECTROING #21,50 1:8088 TRAN 3087 04/08/92 11:35:00 42036 # 1 # -92:-237049 COOK COUNTY RECORDER

LOAN NO. 30797

MORTGAGE

92237049

THIS MORTGAGE ("Security instrument") is given on MARCH 30
The mortgager in RICHARD M. GENTILE AND JUDY P GENTILE, HUSBAND AND WIFE

, 10 92

("Borrower").

a given to 18T CONCORD FUNDING LTD.

which is organized and existing under the laws of ILLINOIS address to 1350 REMINITION ROAD, SUITE J, SCHAUMBURG, IL 50173

, and whose

("Lunder").

Borrower owes Lender the principal outs of ONE HUNDRED THIRTY-ELGET THOUSAND AND 00/100

138,000.00). This dobt is evidenced by Borrower's note dated the same date as this ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable OR 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 cume, with interest, advanced under puragraph 7 to intect 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 13 IN BLOCK 5 IN HOFFMAN HILLS, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16 AND PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED OUTOBER 30, 1978, AS DOCUMENT NUMBER 24693784, IN COOK COUNTY, ILLINOIS.

TAX I.D. NO. 07-17-202-027, Volume 187.

1215 DORCHESTER LANE

HOFFMA' ESTATES

which has the address of

60194 (Zip Code)

(Street) ("Property Address"); (Chv)

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

BORROWER COVENANTS that Borrower is lawfully select 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.

- Single Family - Famile Mos/Fredille Mac UNFORM **INSTRUMENT** Burking Forms Supply Co., Inc. (800) 446-8655 Page 1 of 6 Frem 3011 9/90 LET #3014 1/91

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THE RECORDED MAIL TO AND SHOPE COMPANY
AND SHOPE SHITE SOD
AND SHOPE SHE SOCKED SO

Property of Cook County Clark's Office

THIS SECURITY INSTRUMENT Completes in form covariants for palot of use and the design of the property of the p

UNFORM COVENANTS. Borrower and Londer covenint 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 rate charges due under the Note.

2. Funds for Taxes and insurance. Subject to applicable law or to a written walver 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 say; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if say; (e) yearly recitage insurance premiums, if say; 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 if terms are called "Escrow Items". Lender may, at any time, collect such 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 smended from time to time, 12 U.S.C. § 2601 at 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 does on the basis of current data and reasonable estimates of expenditures of future. Escrow Items or otherwise in accordance with applicable law.

The Funds chalf be held in an institution whose deposits are insured by a foderal 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, unless Lender pow Borrower for holding and applying the Funds, uniqually analyzing the escrow account, or verifying the Escrow Items, unless Lender pow 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 ioan, where applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not repropose to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest and be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and certify to the Funds and the purpose for which each debit to the Funds was made. The Funds are piecked as additional security for all rains 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 representate of applicable law. If the amount of the Funds held by Lender is any time is not sufficient to pay the Escrow Items when the Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable inw provider underwise, all payments received by Lander under paragraphs 1 and 2 shell 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; Liche. Borrower shall pay all taxes assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payment or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that marker, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer 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 defands against enforcement of the lien in, legal proceedings which in the Lender's outplin operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lende. Exordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which range et all priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien on 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 here/iter erected on the Property Insurance against loss by tire, hazards included within the term "extended coverage" and any other "size de 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 urreasonably withheld. If Borrower falls 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

Single Family -- Fernie Mae/Friedde Mac UNFORM INSTRUMENT

Rey, 9/90 LETT Val. 1/91 premiume and renewal notices. In the hert of loss Borowe Shall ply prempt totice to the instruction and Lender. Lender may make proof of loss if not made premium to total control of loss if not made pr

Unless Lender and Borrower otherwise agree in writing, interance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feable and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lander'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 abundons 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 giver.

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 paragraphs 21 the Property is acquired by Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Linder to the extent of the same secured by this Security instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lessehokie. Borrower shall occupy, eatablish, and use the Property as Borrower's principal reskience within sixty days after the execution of this Security Instrument and shall continue to occupy the Property instruments 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 extenusling circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wasts on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is began that in Lender's good faith judgment could result in forfulture of the Property or otherwise materially impair the lien created by his Security instrument, or Lender's security interest. Borrower may cure such a default and remetate, as provided in paragraph 🙉, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes or any of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lenderty Society Interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccrate information or statements to Lender (or falled to provide Lender with any material information) in connection with the foan evidence 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 festifie to the Property, the lessohold and the fee title shall not marge unless Cender, agrees to the merger in writing.
- 7. Protection of Lender's Rights is the Property. If Bostower fails to perform the coverants 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 bankruptory, probate, for condemnation or forfeitive or to enforce laws or regulations), 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 netriment, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may (ak) notion under this paragraph 7, Lender does not have to do so.

Any aniousts discussed by Lender under this paragraph with 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 discussement at the Note rate and shall be payable, with interest tapo notice from Lender to Borrower requesting payment.

- B 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 puritage insurance in effect. If, for any research, the mortgage insurance coverage required by Lender lapses or causes to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, not, or at substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender e.c., month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage ispect or ceased to be in effect. Lender will accept, use and retain these payments as loss reserve in lieu of mortgage insurance. Fose reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and fr. (in 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 affect, or to provide a loss reserve, until the requirement for mortgage in azonce 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 corveyance in lieu of condemnation, are rarely assigned and shall be or'd to Lender.

In the event of a total taking of the Property, the proceeds that be applied to the sums secured by this Security Instrument, whether or not then due, with any excess poid to Borrower. In the ovent of a partial taking of the Property in writing the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument. Introducting the taking, unless Borrower, and Lander otherwise agree in writing, the sums secured by this

Single Family -- Famile Mae/Freddle Mec UNFORM INSTRUMENT

Rev. 0/90 LFT Ver. 1/91 Security instrument shall be recliced to the amount of the profeeds multiplied by the following shallon: (a) the total amount of the sums secured immediately before the taking divided by (t) the introduction of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument.

If the Property is abandoned by florrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls 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 accured by this Security instrument, whether or not then due.

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 paragraphe 1 and 2 or change the amount of such payments.

- 11. Berrower Not Released; Forbearance By Lender Nor a Walver. Extension of the time for payment or modification of amortization of the sums 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 refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signors. The coverants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is appealing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (a) agrees that another and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted 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 loaned under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as partial propayment without any propayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for n 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 florrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when plant as provided in this paragraph.
- 15. Governing Law; Severability. This Society 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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of the 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 the 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 said or transferred (or if a beneficial interest in Borrower is said or transferred for if a beneficial interest in Borrower is said or transferred; and Borrower is not a natural person) without Leuder's prior written consent, Leuder may, at its option, require inmediate prepared in full of all pums secured by the Security instrument. However, this option shall not be exercised by Leuder if exercise is prohibited by federal law as of the date of this Security instrument.
- If Lender exercises this option, Lender shall give Borrower natice of acceleration. In notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower man may all sums secured by this Security Instrument. If Borrower fails to pay these same pilor to the expiration of this period, Londer may invoke any remedies permitted by this Security Instrument without further notice or depend on Borrower.
- 18. Borrower's Right to fleinstate. If Borrower meets certain conditions, Borrower shull 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 puriod as applicable line 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 Londer all sure which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) curse 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, unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective

Stroke Family o Famile Man, Freddin Mr.: UNFORM INSTRUMENT

Rev. 9/90 LBT Ver. 1/91 ntyly be sold one or more times without jatior notice to Borrower. A sale may result in a change in the entity (known as the "Lours 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 apolicable 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, lawfull 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, "Hiszardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosowe, other flammable or toxic petroleum products, toxic petroleum and herbicides, volatile givents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" neare federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

COVENANTO Borrower and Lander further covenant and agree as follows: NON-LINIFORM

21. Acceleration; Remedies, Lander shall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in the Socurity Instrument (but not prior to acceleration under paragraph 17 unless applicable inw provides otherwise). The notice will 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 releaste 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 forecloss s. 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 title Security instrument, without further demand and may foreclose this Security instrument b) judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this para parh 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 od one.

Clarks
Office without charge to Borrower. Borrower shall pay any recordation couls.

23. Walver of Homestead. Bortower walves all right of homestead exemption in the Property.

24. Riders to this Security instrument of Security instrument, the coverants and agreements of this Security instrument box(es)]	each such visit spinil 4 incorporate thin	pind the liquid and supplement the
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment filder	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]	-	
BY SIGNING BELOW, Borrower accepts and a any rider(s) executed by Borrower and recorded with	grees to the terms and covenants contained it.	I in this Security instrument and in
Witnessen:	отсивот и сект	(Seal)
<u> </u>	Social Security Number	(Seal) -Волоке
	Social Security Number	(Soal) -Borrower
STATE OF LLINOIS,	Coun	ity s e:
I. Kyristen L. Mann do hereby certify that Richard it. Grenfile persons subscribed to the foregoing instrument, appeared bef	and Tire > Centile slly known to he tribe the same person(s) fore me this day in the person, and acknowled	ged that Thoy
signed and delivered the said instrument as		uses and purposes' therein set forth.
Given under my hand and official seal, this	oth day of Norch	D 2.
My Commission expires:		CIAL SEAL " JOHN L. MANN UBLIC STATE OF ILLINOIS HINDIN EXPIRES 7/11/9]
ILLEPOIS Single Family Famile Mee Freddie Mac UNF Banking Forms Supply Co., Inc. (600) 446-6655	DHM WESTRIMENT Page 6 of 6	() () () () () () () () () ()

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