

PREPARED BY:
EMPBANQUE CAPITAL CORP.
850 EAST HIGGINS ROAD-SUITE 128
SCHAUMBURG, ILLINOIS 60173

UNOFFICIAL COPY

RECORD AND RETURN TO:

EMPBANQUE CAPITAL CCPR.
ONE OLD COUNTRY ROAD
CARLE PLACE, NEW YORK 11514

92306935

[Space Above This Line For Recording Data]

MORTGAGE

• DEPT-01 RECORDING \$31.00
• T#1111 TRAN 6396 05/05/92 15:39:00
• \$6888.7 A *-92-306935
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on APRIL 23, 1992
BY BOB JOSEPH
AND PENELOPE R. JOSEPH, HUSBAND AND WIFE

The mortgagor is

(*Borrower"). This Security Instrument is given to
EMPBANQUE CAPITAL CORP.

which is organized and existing under the laws of THE STATE OF NEW YORK
address is ONE OLD COUNTRY ROAD
CARLE PLACE, NEW YORK 11514
ONE HUNDRED SEVEN THOUSAND ONE HUNDRED
AND 00/100

, and whose

(*Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 107,100.00).
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 MAY 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 2148 IN WOODLAND HEIGHTS UNIT NUMBER 5, BEING A SUBDIVISION
IN SECTIONS 23, 24 AND 25, ALL IN TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE ON MARCH 8, 1963 AS
DOCUMENT NUMBER 18737474, IN COOK COUNTY, ILLINOIS.

00
0/100
B1/A

92306935

06-24-308-012

which has the address of 521 RIDGE CIRCLE, STREAMWOOD
Illinois 60107
(Zip Code) .

(Street, City).

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MORTGAGE FORMS 3014 9/90
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DPS 1049

Form 3014 9/90

BOX 334

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Form 300
Date

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) consents; or (c) sells or conveys title to the instrument of the lien in a manner acceptable to Lender.

If the person owned property, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may attain priority over this Security instrument, and leschold payments of 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 the date directly

which, (i) interest due; (ii) principal due; and (iii), to any late charges due under the Note.

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 principal charges due under the Note; second, to amounts payable under paragraphs

In previous studies, we have shown that a 5% zinc in monogastric diets can be lowered to 3% without any adverse effects (Table 1).

Upon payment to Lender of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender for the use of acquisition of title to, or interest therein, the sums secured by

shall pay to Lender the amount necessary to make up the deficiency. But owner shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by [under] exceed the amounts permitted to be held by applicable law, [under] shall recoup to [borrower] for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by [under] in any time is not sufficient to pay the Escrow fees when due, [under] may so notify [borrower] in writing, and, in such case [borrower]

without charge, an annual accountings 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.

Applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds.

However, leaders may require followers to do this, and this may happen when a leader wants to make sure everyone follows the leader's lead.

(including clerical, technical, or managerial such as accountant) or in any position remote from home; teacher, school teacher, or professor; the persons to pay the expenses of the family.

Section 111. It is the intent of the Congress that the provisions of section 111 of the Federal Home Loan Bank Board Act of 1935 (as amended) shall apply to the Federal Home Loan Bank Board, its members, and all persons subject to the Board's jurisdiction, or to entities

Under many circumstances the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

related mortgage loan may require for Borrower's account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Fintech

the proportion of premium of mortgage insurance premiums, less (c) the sum of premiums of policies to protect the maximum amount a lender for a federally

and assessments which may allow the Society instrument as a tool on the Profitability; (b) yearly reassessments of financial results on the Profitability; (c) yearly audit of property insurance premiums; (d) yearly flood insurance premiums;

2. Funds for Taxes and Insurance. Subject to applicable law or to 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

1. Payment of Principal and Interest; Preparation 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.

This section contains definitions of certain terms used in this agreement, and general provisions relating to the interpretation and application of the agreement.

THIS SECURITY INSTRUMENT contains sufficient covenants for all the above and non-negotiable observations with him/her.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage it.

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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 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 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

DPS 1981

Form 3014 9-80

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Form 3014 9/90
DPS 1082

6 x 2 4804

11016 (77)MS-417

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

To be sacrificial

15. Governing Law; Separability. 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 of clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note given effect without the conflicting provision. To the extent that the provisions of this Security instrument and the Note are declared invalid or unenforceable under applicable law, the parties hereto shall negotiate in good faith to amend such provisions to reflect their original intent in light of applicable law so as to make them valid, legal and enforceable.

If by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address or any other address Bortowar designates by notice to Landlord. Any notice to Landlord shall be given by first class mail to Landlord's address stated herein or any other address Landlord designates by notice to Bortowar. Any notice provided for in this Security instrument shall be deemed to have been given to Bortowar or Landlord when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a loan 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 limit, 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 amounts will be refunded to the permitted limit, and (c) if a refund reduces principal, the reduction will be treated as a partial prepayment in favor of Borrower. Lender may choose to make this refund by reducing the principal owed 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 in favor of Borrower.

12. Successors and Assignees Bound; Joint and Several Liability; Co-signers. The co-signers and successors of this security instrument shall bind and benefit the successors and assigns of Lender; and Borrower, subject to the provisions of paragraph 11, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this security instrument but does not execute the Note; (a) is co-signing this security instrument only to mortgage, grants and conveys that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the same secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or make any accommodations with regard to the terms of this Security instrument in or to the note without due Borrower's consent.

11. Borrower Not Xdeceased, Formularies By Lender Not a Writer. Extension of the time for payment or modification of amounts due the date of the death of the borrower, if such terms referred to in paragraphs 1 and 2 of clause 12 are agreed upon by the parties.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

If the Proprietary abandoned by Borrower, or it, after notice by Lender to Borrower that the nondelivery offers to make an award of wells for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

In the event of a legal taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due. Whether or not there are any excess paid to Bonoveri, with the amount of a partial taking of the Property in which the full 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, amediately before the taking, unless Bonoveri and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following factors: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Bonoveri. In the event of a partial taking of the Property in which the full market value of the Property immediately before the taking is less than the amount of the sums secured by the sums secured by this Security instrument whether or not the sums are then due.

10. Commencement: The periods of any award of claim for damages, where no compensation, in consequence will be

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 mortgagor insures coverage (in the amount and for the period

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Form 301-930
GPO 1960

33. **Wife of Homestead Borrower** Borrower's wife has a right of homestead exemption in the property.

21. Indulging, but not limited to, reasonable alternatives; fees and costs of title evidence;

21. **Accidentals; Remedies.** Landlord shall give the notice to Bottawer prior to acceleration under Bottawer's break 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 date the acceleration may result in acceleration of all payments of principal and interest; (b) the action required to cure the default; and (c) a date, not less than 30 days from the date the notice is given to Bottawer, by which the default must be cured; and (d) the failure to cure the default on or before the date specified in the notice may result in acceleration of the same accrued by this Security Instrument, notwithstanding payment and sale of the Property. The notice shall further advise the Bottawer of the right to remain after acceleration by judicial proceeding and sale of the Property. The notice shall further advise the Bottawer of the date the notice is given to Bottawer, the amount of the sum demanded and the date the notice shall be mailed to collect all expenses incurred in pursuing the remedies provided in this paragraph.

relative to health, safety or environmental protection.

All necessary measures should be taken to reduce the risk associated with hazardous substances by using less hazardous substances or processes in accordance with harmonized EU law.

Borrower shall promptly give Lender written notice of any misapplication, claim, demand, lawsuit or other action by any governmental entity or other party to any of the Collateral.

18. Bontweter's Right to Remedy. If Bontweter feels certain conditions, Bontweter shall have the right to have agreement of this Security instrument disannulled at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for rescission) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) early of a judgment authorizing the Security instrument. Those conditions are the: (a) payment of all sums which been would be due under this Security instrument and the Note as it no acceleration had occurred; (b) failure of any other co-signer of agreements; (c) pay all expenses incurred in enforcing this Security instrument; (d) take such action as Lender may reasonably require to recover misappropriation, but not limited to, receivable accounts; (e) and (d) take such action as Lender may reasonably require to recover misappropriation, but not limited to, receivable accounts; (f) pay all expenses incurred in enforcing 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 given to Borrower to pay all sums secured by this instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lenders' prior written consent, Lender may, at its option, require immediate payment in full, if 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.

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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.

Witness

BOB JOSEPH

(Seal)
Borrower

Witness

PENELOPE R. JOSEPH

(Seal)
Borrower

6
22-06925

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS,

County ss:

I, *John DeRango*,
The undersigned,
county and state do hereby certify that

a Notary Public in and for said

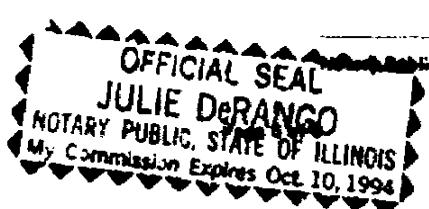
BOB JOSEPH AND PENELOPE R. JOSEPH, HUSBAND AND WIFE

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 acknowledges 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 23rd day of April

1992

My Commission Expires:



DPS 1094