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T#7777 TRAN 3631 05/11/92 12:19:00
\$9424 # *-92-319374
COOK COUNTY RECORDER

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MORTGAGE

578589

THIS MORTGAGE ("Security Instrument") is given on **APRIL 23, 1992**. The mortgagor is **RAYMOND S DI GIOVANNI AND CONNIE J DI GIOVANNI, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **PRINCIPAL MUTUAL LIFE INSURANCE COMPANY**

which is organized and existing under the laws of **THE STATE OF IOWA**, and whose address is **711 HIGH STREET, DES MOINES, IOWA 50392**. Lender). Borrower owes Lender the principal sum of **ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 105,000.00)**.

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 **MAY 01 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 257 IN ARTHUR T MCINTOSH AND COMPANY'S FIRST ADDITION TO GLENVIEW COUNTRYSIDE A SUBDIVISION OF PARTS OF SECTIONS 32 AND 33 IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-33-302-014-0000

which has the address of **710 ROSEDALE ROAD, GLENVIEW, IL 60025** (Property Address);
Illinois
(Zip Code)

31 SO
[Street, City]

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FF 3396

VMP MORTGAGE FORMS (313)293 8100 (800)521 7291

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Form 3014 9/90
Amended 6/91

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Form 3014 8/98

"OFFICIAL SEAL"

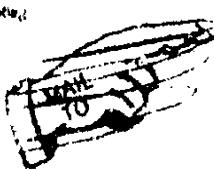
U.S. GOVERNMENT

PRINTED

1998

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State Public



711 HIGH STREET, DES MOINES, IOWA 50399
PRINCIPAL MUTUAL LIFE INSURANCE COMPANY
RESIDENTIAL MORTGAGE DEPARTMENT-POST CLOSING
MAIL TO: PRINCIPAL MUTUAL LIFE INSURANCE COMPANY
711 HIGH STREET, DES MOINES, IOWA 50399
ASSOCIATE COUNSEL
STEPHEN G. GALLAGHER
This instrument was prepared by:
W.H. [Signature]

My Corporation Express

Given under my hand and of my seal, this 23rd day of April, 1998
Signed and delivered the said instrument as THURSDAY free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THE Y
, personally known to me to be the same person(s) whose name(s)

that RAYMOND S DI GIOVANNI AND CONNIE J DI GIOVANNI, HUSBAND AND WIFE
, a Notary Public in and for said county and state do hereby certify
County ss:

1. THE UNDERSIGNED
STATE OF ILLINOIS, COOK

Borrower
(Seal)

COUNNIE J DI GIOVANNI
322-58-1474
Borrower
(Seal)

RAYMOND S DI GIOVANNI
339-36-1244
Borrower
(Seal)

Address:
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.

- [Check applicable boxes] Adjustable Rate Rider V.A. Rider
 Biweekly Payment Rider balloon Rider Option(s) [Specify]
 Condominium Rider Fixed Improvement Rider
 Family Rider Home Rider
 Fixed Term Rider Life Rider
 Second Home Rider
 Special Rider

Securities Instruments 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.
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
this Security Instrument as if the rider(s) were a part of this Security Instrument.



Des Moines, IA 50392-0690

711 High Street
Residential Mortgage Department-Post Closing

Principals Mutual Life Insurance Company

MAIL TO:

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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 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 will continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby will 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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Borrower shall promptly disburse any loan which has priority over this Security instrument unless Borrower (i) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (ii) complies in good faith with the terms set forth above within 10 days of the giving of notice;

4. **Chattelled Lenses**, Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the Property which may accrue prior to this Security instrument, and leasehold damages or to demand rents, at any time directly or by action of law, or otherwise, arising out of the Property.

¹ and 2 sum up the changes in the principal charges due under the Note; second, to amounts payable under the Note.

This Section 3 illustrates this instrument.

(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 2, Lender shall require to sell the Property, Lender, prior to the acquisition of 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

If the funds held by Lender exceed the amounts permitted to be paid 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 exceeds the amount necessary to make up the deficiency, 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 months after notice of Lender's sale of the debt.

incurred by Leander in action against the Fund or in any reorganization or in any receiver holding and applying the Funds, Leander shall apply the Funds to pay the expenses incurred by Leander for holding and applying the Funds, and Leander shall pay his debts to the Fund in accordance with the terms of the Fund's certificate of incorporation or bylaws.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity that is otherwise in accordance with applicable law.

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; (e) yearly property insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with this paragraph; (g) yearly mortgage insurance premiums, if any; and (f) any sums payable by Lender to Lender, in accordance with this paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes".

1. A summary of the methods and techniques used to identify and characterize plant communities by species, distribution, and abundance.

FORM OF CONTRACTS. Borrower and Lender consent and agree as follows:

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

WORKERS IN THE CLOTHING INDUSTRY have been organized by the same Negroes who organized the garment workers in the leather goods industry.

1. SECURITY FEATURES WITHIN THE EQUIPMENT -
2. SECURITY FEATURES OUTSIDE THE EQUIPMENT -
3. SECURITY FEATURES WHICH ARE NOT RELATED TO THE EQUIPMENT.

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8. Mortgage Insurance. If Lender requires 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 premium originally paid by Lender.

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

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, probable, or contingent nature of forfeiture of title or other laws of reorganization), 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 costs and expenses and attorney fees and entitling on the Property to make repairs. Although Lender may take action under this paragraph

(This is Lender and Borrower's obligation to repay the instrument in writing; insurance proceeds shall be applied to repayment of the property damaged, if the restoration of property is economically feasible and Lender's security is not lessened. If the restoration of property damaged, if the restoration of property is economically feasible and Lender's security is not lessened. If the restoration of property is not economically feasible or if Lender's security is lessened, the insurance proceeds shall be applied to repayment of the property damaged, whether or not the instrument is still lessened. The 30 day period will begin when the notice is given.)

All insurance policies and renewals shall be acceptable to Landor and shall include a standard language clause: Landor shall have the right to hold the policies and renewals. If Landor requires, Borrower shall promptly give to the insurance carrier and lender paid premiums and renewal notices. In the event of loss, Borrower shall file a prompt notice to the insurance carrier and lender.

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 unreasonable. The insurance carrier providing the insurance shall be chosen by Borrower subject to lender's approval which ever is chosen by the Borrower to provide insurance for the property covered by the policy.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the 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 effect, or to provide a loss reserve, until the requirement for mortgage insurance 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which 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 immediately before the taking, unless Borrower 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 fraction: (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 Borrower. In the event of a partial taking 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 whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants 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 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, 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 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this 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 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 without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or the Note 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 declared to be severable.

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