

PREPARED BY:
TONI A. DUBMAN
INVERNESS, IL 60067

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RECORD AND RETURN TO:

FIRST SUBURBAN MORTGAGE CORPORATION
1608 COLONIAL PARKWAY-WILLIAMSBURG VILLAGE
INVERNESS, ILLINOIS 60067

(Space Above This Line For Recording Data)

MORTGAGE

887885

93421149

THIS MORTGAGE ("Security Instrument") is given on **MAY 27, 1993**. The mortgagor is
DENNIS M. DESSILLA
AND EUGENIA H. DESSILLA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
FIRST SUBURBAN MORTGAGE CORPORATION

DEPT-01 RECORDINGS 132 00
18944 TRAN 0759 06/03/93 14:16:00
#8707 # 01-07-93-4221149
COOK COUNTY RECORDER

which is organized and existing under the laws of **THE STATE OF ILLINOIS**
address is **1608 COLONIAL PARKWAY-WILLIAMSBURG VILLAGE**
INVERNESS, ILLINOIS 60067 and whose
TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY
AND 00/100 Dollars (U.S. \$ **203,150.00**)

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 **JULY 1, 2023**

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:

THAT PART OF LOT FORTY ONE, DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHWEST CORNER OF SAID LOT 41; THENCE SOUTH ALONG THE WEST LINE
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

02-17-401-013

which has the address of **350 CUMNOCK ROAD, INVERNESS**
Illinois **60067** ("Property Address");
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

MPD -6R(IL) 8/01

UMP MORTGAGE FORM 1-12 (2/93) (REV. 11/89) (8005-1-729)

3300
DPS

DPS 1089
Form 3014 9/90

Initials *DPL*
ED

93421149

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FORM 68111

OPR 1090
Form 3014 3/90

...of the actions set forth above within 10 days of the giving of notice.
this security instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or
the security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over
enforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to
by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the
willing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien
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
Lender makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.
to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.
the obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly

which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay
4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property
third, to interest due; fourth, to principal due; and last, 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 prepayment charges due under the Note; second, to amounts payable under paragraph 2;
this Security Instrument.

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

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than
time is not sufficient to pay the escrow items when due, Lender may sell or otherwise dispose of the Property, and, in such case, Borrower
for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any
If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower
debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each
Borrower and Lender may agree in writing, however, that interest shall not be required to pay Borrower any interest or earnings on the Funds.
applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.
used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or
a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service
verifying the escrow items, unless Lender pay. Borrower interest on the Funds and applicable law permits Lender to make such
including Lender, if Lender is serving as trustee) 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
the Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity
escrow items or otherwise in a compliance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future
less a lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.
1974 as amended from time to time, 12 U.S.C. Section 2001 (a) (4) (RHSFA), unless and the law that applies to the Funds
related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of
Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally
the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."
if any, to yearly mortgage insurance premiums, if any; and (b) any sums payable by Borrower to Lender, in accordance with
or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;
and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments
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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the
1. **FORMAL COVENANTS.** Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
BORROWER COVENANTS that Borrower lawfully seized of the estate hereby conveyed and has the right to mortgage
instrument. All of the foregoing is referred to in this Security Instrument as the "Property."
taxes now or hereafter a part of the property. All repayments and additions shall also be covered by this Security

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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.

INITIALS

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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))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

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 _____ *Dennis M. Dessilla* _____ (Seal)
 DENNIS M. DESSILLA Borrower

Witness _____ *Eugenia H. Dessilla* _____ (Seal)
 EUGENIA H. DESSILLA Borrower

_____ (Seal)
 Borrower

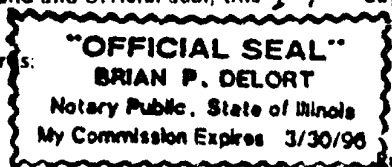
_____ (Seal)
 Borrower

STATE OF ILLINOIS, COOK County ss:
 I, *the undersigned*, a Notary Public in and for said
 county and state do hereby certify that
 DENNIS M. DESSILLA AND EUGENIA H. DESSILLA, 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 acknowledged 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 *27th* day of *May*, 19*97*.

My Commission Expires:



Brian P. Delort

 Notary Public

Property of Cook County Clerk's Office

9-2-11-99

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FORM 3014 (9/90)

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 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.

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 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.

19. Sale of Loan. 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have this Security Instrument reinstated without further notice or demand on Borrower. 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.

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.

6/2/96

OPB 1093
Form 3014 (9/90)

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INDEX - LEGAL DESCRIPTION

THAT PART OF LOT FORTY ONE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 41; THENCE SOUTH ALONG THE WEST LINE THEREOF 247.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 41; THENCE NORTHEASTERLY IN A STRAIGHT LINE 240 FEET MORE OR LESS TO A POINT IN THE NORTH LINE THEREOF, 20 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 41; THENCE NORTHWESTERLY ALONG SAID NORTH LINE; 20 FEET TO THE PLACE OF BEGINNING.

LOT FORTY FOUR.

THE EASTERLY 55 FEET OF LOT FORTY FIVE AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE THEREOF: IN THE MEADOWS BEING A SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER 835 281.

02-17-401-013

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