

PREPARED BY: **UNC**
TRINITY MORTGAGE COMPANY
GLEN ELLYN, IL 60137

UNOFFICIAL COPY

RECORD AND RETURN TO:

TRINITY MORTGAGE COMPANY OF DALLAS
799 ROOSEVELT ROAD-BLDG J-SUITE 220
GLEN ELLYN, ILLINOIS 60137

93452287

[Space Above This Line for Recording Data]

14622

REFERENCES

THIS MORTGAGE ("Security Instrument") is given on JUNE 1, 1993. The mortgagor is
MICHAEL A. SCAVO
AND ARLENE L. SCAVO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
TRINITY MORTGAGE COMPANY OF DALLAS

which is organized and existing under the laws of THE STATE OF TEXAS, and whose address is 799 ROOSEVELT ROAD-BLDG 3-SUITTE 220
GLEN ELLYN, ILLINOIS 60137 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S.\$ 168,500.00).

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 JUNE 1, 2008. 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 4 IN BRINATT'S SUBDIVISION, BEING A RESUBDIVISION OF ACT 2 AND PARTS OF LOTS 1 AND 3 IN ARTHUR T. MC IMPOSH AND COMPANY'S DES PLAINES ACRES SUBDIVISION AND PART OF VACATED CORNELL AVENUE LYING EAST OF AND ADJOINING SAID LOT 1, ALL IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

09-07-101-037-0000

3150
98

which has the address of 720 MARCELLA ROAD, DES PLAINES
Illinois 60016 (Priority Address*)

Street, City,

THE FIFTH WITH MUSICAL INSTRUMENTS

**THE MAC/FARLAND MAC UNIFORM INSTRUMENT
OF THE STATE OF CALIFORNIA**

ANSWER

Stage Unit

DPS 1089
Form 30-14 9/90
10-14-90

UNOFFICIAL COPY

Form 3014 9-90
DPS 1090

None of the addresses set forth above would be appropriate for delivery of the package to the addressee.

Butteler shall promptly discharge any liquidation expenses incurred by the lessor in connection with the removal and/or storage of any personal property or fixtures left in the premises.

4. Categories: terms, sentence shift by the level, assessments, direct questions and indirect questions according to the property it Botswaner makes theses properties directly, Botswaner lists properties, Botswaner lists properties according the property

3. Application of Guidelines

Upon payment in full of all sums so saved by this Section, the property shall apply any funds held by the trustee to the payment of taxes or expenses of removal or removal and disposal of solid wastes.

If the funds held by [name] exceed the amounts permitted or held by applicable law, [name] shall return such excess to [name].

The funds shall be held in an insurance deposit account maintained by a bank or trust company, or entity, insuring agent, or fiduciary, and shall apply the funds to pay the funding liabilities of the fund as soon as practicable after the date of the funding liability, provided that the funding liability is not due earlier than the date of the funding.

1. **Pursuit of pleasure and leisure**: Pursuit and love of pleasure, diversion, skill, popularity, sex, money, power, fame, etc.

INFORMATION GOVERNANCE, Governance and Leadership activities and goals, as follows:

Verdejón, P., & Gómez, J. (2005). *Resumen de las principales conclusiones y recomendaciones*. Madrid: Ministerio de Ciencia y Tecnología.

THE SHOTLINE ASSISTANT is a software application designed to help users quickly and easily find newighton contacts with limited information.

and will defer indefinitely the use of the Properties except all claims and demands on any such indemnities to be paid.

to summarize the relevant findings and recommendations, except for the implications of each. Because we have

Information about the foregoing is derived from its Sarbanes-Oxley instrument or the Company's annual report.

TOGETHER WITH the innovations you've developed already, you can also benefit from the experience of our experts.

UNOFFICIAL COPY

14622

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 1091

Form 3014 9/90

UNOFFICIAL COPY

DPS 1092 Form 301A 9-99

• 6817

(b) Borrowers' copy, however, shall be given one end of the note and of the security instrument.

POLY(1,3-BUTADIENE)

(5) **Offending Law** Notwithstanding the contrary provision of this Note, the law of the State in which the property is located, in the event that any provision of this Note is inconsistent with applicable law, shall not affect other provisions of this Note.

14. Notwithstanding anything contained in this Agreement, if the Borrower provides to the Lender a copy of the title certificate or other documents evidencing the title to the Collateral, the Lender shall be deemed to have been given notice of the creation of the Lien on the Collateral.

13. I do not (highlighted) understand so that the majority of members of the party will be satisfied with the changes.
14. I do not (highlighted) understand so that the majority of members of the party will be satisfied with the changes.

This class leader and student will determine which students will be in each group, and who will be in charge of each group of students. The teacher will then assign each group a task or project to complete. This will help to promote teamwork and communication among the students.

In the following properties of the boundary of the right-angle triangle with the hypotenuse of length a , the side b is the base and the side c is the height.

In the event of a legal dispute relating to the Property, the proceeds shall be applied to the sums so paid to this Society instrument whether or not there are, with any excess paid to the Society in which the two parties have agreed to settle the dispute by arbitration unless otherwise provided in the instrument or by law. Any award made by the arbitrator shall be binding on the parties to the instrument and shall be enforceable as if it were a judgment of a court of law.

101. *Cardiomyopathy*, the primary disease, may be associated with a variety of other diseases and conditions.

9. Inspection (Under) by us and any other responsible persons upon and at the direction of the Inspector. Under shall give

payments may no longer be required; in the option of Lender and Debtor, insurance to cover the amount and for the period

UNOFFICIAL COPY

14622

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 shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

93452287

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.

DPS 1093
Form 3974-999

UNOFFICIAL COPY

UPS 1094

Page 6 of 6

Notary Public

My Commission Expires

Given under my hand and affidavit set forth
free and voluntary act, for the uses and purposes herein set forth
on this day in person, and acknowledge that THE
personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument appeared
before

MICHAEL A. SCAVO AND ARLENE L. SCAVO, HIS WIFE
county and state do hereby certify that

I, Notary Public in and for said

County of

STATE OF ILLINOIS, COOK

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Rider

(Seal)

Rider

(Seal)

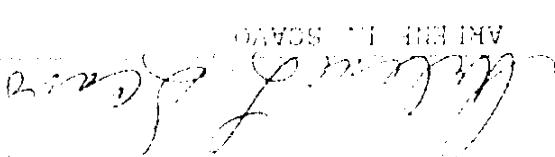
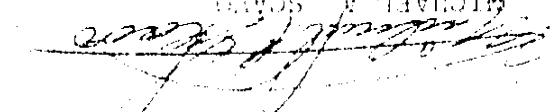
Rider

14622

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 riders were a part of this Security
Instrument.

(Check applicable boxes)

- | | | | | | | | |
|--|--|--|---|---|--|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Grandparent Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Standard Home Rider | <input type="checkbox"/> Other Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Rider | <input type="checkbox"/> Rider | <input type="checkbox"/> Rider | <input type="checkbox"/> Rider | <input type="checkbox"/> Rider | <input type="checkbox"/> Rider | <input type="checkbox"/> Rider |

MICHAEL A. SCAVO
ARLENE L. SCAVO



BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness