

PREPARED BY:  
TRINITY MORTGAGE COMPANY  
GLEN ELLYN, IL 60137

**UNOFFICIAL COPY**

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RECORD AND RETURN TO:

TRINITY MORTGAGE COMPANY OF DALLAS  
799 ROOSEVELT ROAD-BLDG 3-SUITE 220  
GLEN ELLYN, ILLINOIS 60137



[Space Above This Line For Recording Data]

**MORTGAGE**

14695

DEPT-01 RECORDING \$33.50  
T21111 TRAN 0970 07/29/93 10:57:00  
#0305 # \*\*93-591397  
COOK COUNTY RECORDER

502-158-015

Property of Cook County Clerk's Office

THIS MORTGAGE (Security Instrument) is dated on JULY 16, 1993. The mortgage is  
JOE N. DIANGELO, A SINGLE PERSON.

(Borrower) The 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-SUITE 220  
GLEN ELLYN, ILLINOIS 60137. Borrower owes Lender the principal sum of  
ONE HUNDRED FIFTY THOUSAND  
AND 00/100 Dollars of U.S. \$ 150,000.00.

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 amount not paid earlier, due and payable on 07/15/98.

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:

PARCEL 1: LOT 41 IN COUNTRYSIDE MEADOWS, A SUBDIVISION OF PART OF LOT  
13 IN SCHOOL TRUSTEES SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 16,  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

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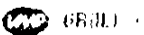
18-16-302-025-0000

which has the address of 101 MEADOW LAKE DRIVE, COUNTRYSIDE  
Illinois 60525. Property address is

Street, City

Zip Code

ILLINOIS Single Family, Fannie Mae Freddie Mac UNIFORM INS (60416)

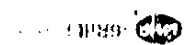


DR# 1089  
Form 3070 9/90

Handwritten signature and initials.

33 58 9/93

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Form 30 (Rev. 9-90)  
1099

more of the amount set forth above than the amount of the security instrument... the security instrument... the borrower... the lender... the property...

4. **Changes:** Lender, Borrower and all persons who have any interest in the Property shall pay all taxes, charges, assessments, and other obligations... the Property... the lender... the borrower...

5. **Application of Payments:** Lender shall apply any payments made by Borrower to the Property... the Property... the lender... the borrower...

6. **Insurance:** Lender shall maintain a fire and theft insurance policy on the Property... the Property... the lender... the borrower...

7. **Assignment:** Lender may assign all or part of its interest in the Property... the Property... the lender... the borrower...

8. **Severability:** If any provision of this instrument is held to be unenforceable... the Property... the lender... the borrower...

9. **Entire Agreement:** This instrument constitutes the entire agreement between the parties... the Property... the lender... the borrower...

10. **Force of Effect:** This instrument shall be binding on all parties... the Property... the lender... the borrower...

11. **Amended:** This instrument may be amended by a written instrument... the Property... the lender... the borrower...

12. **Funds for Taxes and Insurance:** Lender shall pay all taxes and insurance... the Property... the lender... the borrower...

13. **Payment of Principal and Interest:** Lender shall pay principal and interest... the Property... the lender... the borrower...

14. **Force of Effect:** This instrument shall be binding on all parties... the Property... the lender... the borrower...

15. **Entire Agreement:** This instrument constitutes the entire agreement between the parties... the Property... the lender... the borrower...

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5. Hazard or Property Insurance. Borrower shall maintain, before and after creation of the Property in and against fire, theft, hazard, including subsidence, fire, extended coverage, and any other hazards, including flood or flooding, for which Lender requires insurance. The 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, it shall retain its right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition, shall be paid only 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, at its option, in writing, which option 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 any act on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is brought 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 reinstatement as provided in paragraph 15, including the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or misleading information or statements to Lender (or failed to provide Lender with any material information in connection with the loan application) 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 read a plan. 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 be one 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 demand from Lender to Borrower requesting payment.

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 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

DP# 1091  
Form 3010 0/00

Handwritten signature



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 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 to Borrower within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the sums due 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 the entry of a judgment enforcing this Security Instrument. The conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Notice of Acceleration had occurred; (b) cures any default of any other covenants or agreements to pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees and all other such actions which Lender may reasonably require to assure that the form 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; (c) performs all other obligations under this Security Instrument and the obligations secured hereby; and (d) remains fully current on all other obligations 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 until the Note is paid in full. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14(d) and applicable law. The notice will state the name and address of the new Loan Servicer and the address for delivery of payments to be made to it. If the notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not be held liable for the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property, or for causing or allowing anyone else to do anything affecting the Property that is in violation of any Environmental Law. The provisions of this paragraph 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 governmental action, 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 is sued 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 Substance" means the substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead, radon, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvent, materials containing asbestos, lead, radon, and toxic substances, cyanides. As used in this paragraph 20, "Environmental Law" means federal law and laws of the jurisdiction in which 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.

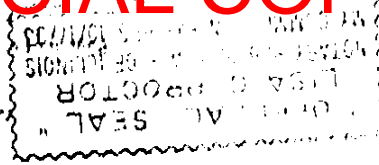
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any release fee.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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OPS 1094



My Commission Expires 10/17/07

personally known to me to be the same person who is named, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/ELLE signed and delivered the said instrument as HIS/HERS free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal this 11th day of July, 2007.

STATE OF ILLINOIS, COOK County ss. I, Clerk of Cook County and State do hereby certify that JOE N. DIAMANTIS, A SINGLE PERSON

Property of Cook County Clerk's Office

Borrower (Seal)  
Borrower (Seal)  
Borrower (Seal)  
Borrower (Seal)

*Joe N. Diamantis*  
JOE N. DIAMANTIS

*Henry G. Galimov*  
HENRY G. GALIMOV

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V A Rider
- Constant Amortization Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other Specialty
- 1-4 Family Rider
- Reverse Annuity Mortgage Rider
- Second Home Rider

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 such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider were a part of this Security Instrument. (Check applicable box(es))

146316586

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## Legal Description:

### PARCEL 1:

LOT 41 IN COUNTRYSIDE MEADOWS, A SUBDIVISION OF PART OF LOT 13 IN SCHOOL TRUSTEES SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER OUTLOTS 1, 2 AND 3 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR COUNTRYSIDE MEADOWS RECORDED SEPTEMBER 28, 1987 AS DOCUMENT 87526629 AND AS CREATED BY DEED DATED APRIL 14, 1989 RECORDED APRIL 28, 1989 AS DOCUMENT 89190122, MADE BY STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 20, 1987 AND KNOWN AS TRUST NUMBER 87-232 TO PATRICK HAYES AND NANCY ENNIS.

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