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COOK COUNTY, ILLINDIS FILED FOR RECORD

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(Space Above This Line For Recording Data)

MORTGAGE

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	MORTGAGE	7/1.
THIS MORTGAGE ("Security Instru	IMONI") is give August 26th, 1993 IARY BETH DAZZO, HUSBAND AND WIFE	
mortgagor BERRY M. DAZZO AND M		
ST FEDERAL SAVINGS BANK, F.S.B.		errower"). This Security Instrument is given to
by the laws of THE STATE OF ILLINOIS		, which is organized and existing and whose address is
N MAIN STREET ROCKFORD, ILLING	DIS & 1 TO 3	("Londor").
rrower owes Lender the principal sum e Hundred Staty Thousand Five Hundred a		
liars (U.S. \$ \$0, 100.00). This debt is evidenced by Borrower's note of	
is Security Instrum on secures to Len d modifications of the Note; (b) the p curity Instrument; and (c) the perform	ments, with the full debt, if not paid earlier, due an der: (a) the repayment of the debt evidenced by to appear to fall other sums, with interest, advance ance of Borrower's covenants and agreements urge, grant and convey to Lender and Lender's succ	the Note, with interest, and all renewals, ext of under paragraph 7 to protect the security inder this Security Instrument and the Note.
	OF PART OF THE WEST 1/2 OF THE EAST 1/2 AN	
	2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE	11,
ST OF THE THIRD PRINCIPAL MIRIDIA	A. IN COOK COLINTY, ILLINOIS.	
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***************************************	628 SOUTH LINCOLN LANE [Bireal]	ARLINGTON HEIGHTS >
oh has the address of	628 SOUTH LINCOLN LANE	

BORROWER COVENANTS that Borrower is lawfully seised of the estate heraby conveyed and has no right to mortgage, grant's convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will doten generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants, with limited variations b jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Like 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.
- 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 when may sitain priority over this Security instrument as a lien on the Property; (b) yearly lossehold payments or ground ronts on the Propert any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in flou of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed maximum amount a lender for a federalty related mortgage loan may require for Borrower's escrow account under the federal Real Est Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that piles to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the less amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of futu Escrow items or otherwise in accordance with applicable law

The Funds shall be hald in an institution whose deposits are insured by a toderal agency, instrumentality, or entity (including Londo if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may a charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower pays a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable tax requires interest to be paid, Lender shall not be required to p Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

-Single FamilyFannle Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form - G000022 (7/20/92)

Form 3014

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Funds. Lender shall give to Borriver, with uncharge, at annual accounting of the Funds and debits and debits to the Funds and the purpose for which each debit to the Funds and the Funds are cledified as additional security for all sums secured by this Securing the Funds are cledified.

If the Funds held by Lender exceed the amounts permitted to be held 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 at any, time is not sufficie to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's so discretion.

Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any Funds held b Lender. If, under paragraph.21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall ap any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

- 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; third, to intere due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments direct Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any fien which has priority over this Security Instrument unless Borrower: (a) agrees in writing the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends again enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. It Lender determines that part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identification. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, increase included within the term "extended coverage" and any other hazards, including floods or flooding, for white Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance of rier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhold. If Borrow fails to maintain coverage, described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in cordance with paragrap? 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 a renewal notices. In the event of last, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of lost not made promptly by Borrower.

Unless Lender and Borrower othowise agree in writing, insurance proceeds shall be applied to restoration or repair of the Proper damaged, if the restoration or repair is incommically feasible and Lender's security is not lessened. If the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Secu Instrument, whether or not then due, with any cross paid to Sorrower. If Borrower abandons the Property, or does not answer within days a notice from Lender that 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. T 30-day period will begin when the notice is give.

Unless Lender and Borrower otherwise agree to virting, any application of proceeds to principal shall not extend or postpone the dudate of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 21 the Prope is sequired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisit 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 pincipal residence within sixty days after the execution of this Security Instrumand shall continue to occupy the Property as Borrower's pincipal residence within sixty days after the execution of this Security Instrumand shall continue to occupy the Property as Borrower's pincipal residence within sixty days after the date of occupancy, unless Len ofherwise agrees in writing, which consent shall not be unreasonady withheld, or unless extenuating circumstances exist which are beyone the property of a control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good is judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender dismissed with a ruling that, in Lender's good faith determination, produces forfeiture of the Borrower's interest in the Property or o material impairment of the lien created by this Security Instrument or Lender, a security interest. Borrower shall also be in default if Borrower and uning the loan application process, gave materially false or inaccurate information; 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 compty with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agon to the merger in writing.

 7 Protection of Lender's Blakes in the Property is a content of the content of the
- 7. Protection of Lender's Rights in the Property. If Sorrower fails to perform the covenaries 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 bankruptcy, probats, for condemnation or forieiture or to enforce laws or regulations), then Lender's may do and pay for whatever is necess 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 li which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to m 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 for rower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear into entition the date of disbursem at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting paymont.

- 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 surance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage su stantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgins 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 premiu being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage surance 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, unthe requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lander or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Sorrower 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 fieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, wheth 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 t Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immedia before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taki divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event o 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 su secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provid 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 o 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 lect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrume whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend 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 Walver. 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 release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedi against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Secu Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Londer in ercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Asians Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and Lazett the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrowe covenants and agreements s tall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the No (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of Security Instrument; (b) is not perrorally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lander and a other Borrower may agree to extend modify, forbear or make any accommodations with regard to the terms of this Security Instrument or 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 of er loan charges collected or to be collected in connection with the loan exceed the permi 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 su already collected from Borrower which exceeded or in litted limits will be refunded to Borrower. Lender may choose to make this refund reducing the principal owed under the Note or by mating a direct payment to Borrower. It a refund reduces principal, the reduction will b treated as a partial prepayment without any prepayment of arge under the Note.
- 14. Notices. Any notice to Borrower provided for in his Security Instrument shall be given by delivering it or by mailing it by first class mell unless applicable law requires use of snother meth d. The notice shall be directed to the Property Address or any other addre Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or a other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have be given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be 40 erned by toderal taw 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 such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict prevision. To this end the provisions of this Security Instrument and the Note and declared to be severable.

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

 17. Transfer of the Property or a Beneficial Interest in Borrower's all or any part of the Coperty or any interest in it is sold or transferred (or if a beneficial Interest in Borrower's sold or transferred and Borrower is not a natural person) without Lender's prior with
- consent, Lender may, at its option, require immediate payment in full of all sums securor by this Security Instrument. However, this op! shall not be exercised by Lender If exercise is prohibited by federal law as of the date of this Se urify Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less that 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedias of milited by this Security Instrum 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 explicable law may specify. reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment forcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would wo due under this Secu Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all exp ses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action Lender may reasonably require to assure that the flen of this Security Instrument, Lender's rights in the Property and Borrower's obligation pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument a the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not app 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") t collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servic 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 accordan with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to whic 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 any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities 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 government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has a tual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remadiation of Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance w **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 a herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law". tal protection

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

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 fallure 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default is not cured on or before the date specified in the source, lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all suppreses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' first and costs of title evidence.

22, Release, without charge to Born Upon perment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

minious diseign to contoner. Con year sites pay	nty recurrences contain	
23. Walvers. Borrower waiv all rights of	homestead exemption in the Property.	
24. Riders to this Security Instrument. If one instrument, the covenants and agreements of ea agreements of this Security Instrument as if this	e or more riders are executed by Borrower a ich such rider shall be incorporated into and liler(s) were a part of this Security Instrumen	and recorded together with this Security shall amend and supplement the covenants at
[Check applicable box(es)]		
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	I Planned Unit Development Rider	Biweekiy Payment Rider
Balloon Rider	Fate improvement Rider	Second Home Rider
V.A. Rider	Other(s) [specify]	
BY SIGNING BELOW, Borrower accepts	and agrees to the terms and covenants co	entained in this Security Instrument and in a
rider(s) executed by Borrower and recorded with	it.	
Witnesses:	Pa. m	
	PERRY M. DAZZ	(Seal)
	TERRI III. BIIGE	324-60-6895
	cn'	2 16 ()
	7//aw 12	eth Lattison)
	MARY BETH BAZZO	Borrower
	Very M.	1333-46-9689 1-0351-
		(Seal)
	all in	Fact -Barrower
	· · · · · · · · · · · · · · · · · · ·	(Seal) -Borrower
		-Bollowal
STATE OF ILLINOIS / COOK	County ss;	
STATE OF ILLINOIS COOK	a Notary Public in and	for said county and state do hereby certify
that PERRY M. DAZZO AND MARY BETH DAZZO		
	personally known to me	to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared	•	, , , , , , , , , , , , , , , , , , , ,
signed and delivered the said instrument askelr	free and voluntary act, i	or the uses and purposes therein set forth.
Given under my hand and official seal, thi	n26th day of August, 1993	1. 11 1
My Cammisian Expires: 6-16-97	- Mun	a Martin
,	Notary Public	
This instrument was prepared box RETURN TO: C.	MIODUSZEWSKI	·

SEAL"

(8498 4 01 4 94464)

"OFFICIAL

KINA L. CLAYTON NOTARY PUBLIC, STATE OF HUNCIS MY COMMISSION EXPIRES 6/16/97

FIRST FEDERAL SAVINGS BANK

400 W. LAKE ST., #110A ROSELLE, IL 60172