

PREPARED BY:
HOMES MORTGAGE CONSULTANTS
ELMHURST, IL 60126

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93925428

RECORD AND RETURN TO:

HOMES MORTGAGE CONSULTANTS
287 WEST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126

[Space Above This Line For Recording Data]

MORTGAGE

0367391

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 27, 1993
ANGELO M. BABBO
AND ANNA BABBO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
HOMES MORTGAGE CONSULTANTS

DEPT. OF RECORDINGS \$31.00
THB929 THAN 1685 11/15/93 11:20:00
03176 # 8-93-9215428
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 287 WEST BUTTERFIELD ROAD ELMHURST, ILLINOIS 60126 ONE HUNDRED FIFTEEN THOUSAND AND 00/100

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 NOVEMBER 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:

LOT 71 IN SCHORSCH VILLA FIRST ADDITION, A RESUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1938 AS DOCUMENT 12,184,511, IN COOK COUNTY, ILLINOIS.

13-19-426-023

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which has the address of 3222 NORTH RUTHERFORD AVENUE, CHICAGO
Illinois 60634 Street, City,
Zip Code ("Property Address");

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014-9/90
LMP-6R(IL) 0367

DPS 1080

Form 3014-9/90

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Box A/V

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However, shall property discontinue any lien which has priority over the security instrument unless otherwise (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) consents in good faith the lien to be delayed indefinitely or (c) secures to the satisfaction of the Lender an adequate substitute for the security instrument.

4. **Entangled debts.** Borrower shall pay all taxes, assessments, charges, fines and impositions and indebtedness to the property which may from time to time be held by the Society for its instrument, and to establish payment of ground rents, if any, which may from time to time be held by the property owner and his heirs, executors, administrators, trustees and other persons entitled thereto.

and I shall be appalled if any person can say that he has been compelled to do so by any clause in the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21.

In the case of funds held by foundations, the foundation may be required to make a contribution to the program if it receives a grant from the foundation.

(c) a demand to terminate and recover its unpaid stipend and late charges due under the Note.

1. INFORM GOVARNANTS. However and under certain circumstances, it may be necessary to inform government officials about your property.

THIS SITE IS STRICTLY INSTRUMENTAL purposes within government entities for national use and non-national governments with limited

and will defend vigorously the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and the Lender agrees that the title to the Property against all claims and demands, subject to any encumbrances of record.

HORNOWER LOFMAN This Borrower is lawfully seized of the estate hereby so avowed and has the right to mortgage, encumber or otherwise dispose of the same.

TERMINATION Within 30 days of the termination of the lease, all improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this security deposit.

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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 gives, 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

DPC 1091
Form 30147 9/90

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DPG 1092 Form 3014 9/90

166. **Backgrounds & Copy.** Borrower shall be given one authorized copy of the Note and of this Security Instrument.

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(5) Governing Law. Section 511 shall be governed by the federal law and the law of the State in which the underlying provision took place.

13. Notices. Any notice to Borrower or provided to it in accordance with instrument shall be given by delivery in writing to its principal place of business or to its address set forth in this paragraph.

14. Addresses. Unless applicable law requires otherwise, use of another method, or any other address less formal than that set forth above, shall not affect the validity of any notice given to Borrower.

15. Acknowledgment. Each party hereto has read and understood the terms and conditions of this Agreement and has signed it under his or her own knowledge and belief to be true and correct.

As, I said (*ibidem*), if the loan received by the Secretary of State is subject to a different law which sets maximum loan charges, such law is similarly interpreted so that the interests of other loan charges suffered in connection with the same loan are unaffected in connection with the repayment without any regard to the Nde.

If less tender and forbearing alternative 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to call it and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum awarded by this Section irrespective of whether or not the debt is paid.

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 the sums are then due.

10. **Condemnation.** The proceeds of any award to claim for damages, direct or consequential, arising from or resulting from any taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby awarded and

Insurence ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortality insurance in effect, or to provide a loss reserve, until the requirement for mortality

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument 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:

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 ~~as~~ 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 3012/9/80

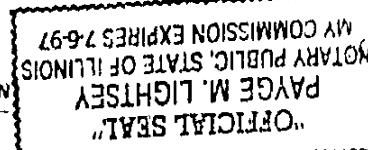
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Form 3014-9/90

Page 6 of 6

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At my own expense

I, ANGELIO M. BABBO AND ANNA BABBO, HUSBAND AND WIFE, of 1100 N. Milwaukee Avenue, Chicago, Illinois 60642, Notary Public in and for said county and state do hereby certify that I have read and delivered the said instrument, appended hereto in person, and acknowledged this day of July, 1990, before me known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, GOOD, COUNTY, (Seal)
I, ANGELIO M. BABBO AND ANNA BABBO, HUSBAND AND WIFE, of 1100 N. Milwaukee Avenue, Chicago, Illinois 60642, Notary Public in and for said county and state do hereby certify

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

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

- If applicable below, check applicable boxes:
- Adjustable Rate Rider
 - Quadruple Payment Rider
 - Triple Impairment Rider
 - Second Home Rider
 - Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of 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.

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