

PREPARED BY:
PEGGY KOTNOUR
BLOOMINGDALE, IL 60108-2918

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RECORD AND RETURN TO:

AMERICAN SECURITY MORTGAGE
ONE TIFFANY POINTE, SUITE 210
BLOOMINGDALE, ILLINOIS 60108



[Space Above This Line For Recording Data]

MORTGAGE

4065777

93928593

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 8, 1993
THOMAS F. VITACCO
AND DIANE M. VITACCO, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to
AMERICAN SECURITY MORTGAGE

DEBT-01 RECORDING \$31.50
TH9999 TRAN 1674 11/16/93 16:41:00
#3649 11 4-93-928593
COOK COUNTY RECORDER

FIRST AMERICAN TITLE INSURANCE # C 689966
which is organized and existing under the laws of THE STATE OF ILLINOIS
address is ONE TIFFANY POINTE, SUITE 210
BLOOMINGDALE, ILLINOIS 60108
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED
AND 00/100

Dollars (U.S. \$ 116,500.00).
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 DECEMBER 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 3 IN BROOKSIDE UNIT NUMBER 2 BEING A SUBDIVISION OF PART OF THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41
NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED AUGUST 14, 1978 AS DOCUMENT 24582559, IN COOK
COUNTY, ILLINOIS.

93928593

06-14-406-003

which has the address of 308 HUNTINGTON DRIVE, STREAMWOOD
Illinois 60107
("Property Address").

Street, City .

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

WMP-6R(IL) (9101) VMP MORTGAGE FORMS - (313)293-8100 (800)621-7221

Page 1 of 6

DPS 1089

Form 3014 1990

Version 3/1/90

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Form 3014 9/90
DPS 1086

Digitized by

Digitized by srujanika@gmail.com

Borrower asks all performance directly or indirectly over whom he has control to make payment in full to the Lender on demand.

4. **Chirurgies;** likewise, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Properties if Borrower makes them payable directly, Borrower shall promptly furnish to Lender receipts verifying the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Note:

Upon payment in full of all sums accrued by this Security Instrument, except as shall prominently remain to borrowers and Fund held by Lender, if, under paragraph 21, Lender shall refuse or fail to credit, Lender, prior to the satisfaction of the Proprietary Fund held by Lender at the time of acquisition or sale as a result of any funds received by of this Proprietary Fund held by Lender in the amount of any sum paid by Lender.

11. In the funds held by Leander exceed the amount permitted to be held by applicable law, Leander shall negotiate to borrower for the excess funds in accordance with the requirements permitted to be held by applicable law, Leander shall negotiate to borrower for the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than thirty days.

The Funds shall be held in an insurance warehouse designated by a federal liaison bank, or funds (including Leander, if Leander is unable to satisfy) or in any Federal funds available to the Fund, or centrally located in the State, unless Leander may not charge for holding and applying the Fund, usually multiplying the amount received in the current period by Leander's interest on the Fund and multiplying by Leander's interest on the Fund, unless Leander may not charge for holding and applying the Fund, usually multiplying the amount received in the current period by Leander's interest on the Fund and multiplying by Leander's interest on the Fund, unless Leander may not charge for holding and applying the Fund, usually multiplying the amount received in the current period by Leander's interest on the Fund and multiplying by Leander's interest on the Fund.

Exemptions or allowances in accordance with applicable law.

related mortgage loan may require for Borrower's escrow account under the General Real Estate Settlement Procedures Act of 1974 to be disbursed prior to time of sale, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless notice otherwise given which applies to the Funds held in escrow until such time as title to the property is transferred, the funds will be disbursed to the seller or his/her heirs at law under title 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise provided in the instrument of conveyance or by agreement of the parties.

principal of and intellec-
tual evidence on the
Note and any
prepayment and late
charges due under the
Note.

UNIFORM CONTRACTS. Borrower and Lender agree to pay all expenses of collection, including reasonable attorney's fees, if either party is compelled to sue to collect any amount due under this Note.

For more information about the NIST Measurement Science Division's work in the area of atomic clocks, visit www.nist.gov/div847/.

THIS SECURITY INSTRUMENT contains uniform clauses covering all claims and demands, subject to any encumbrances or recorded.

TOO STRONG A writer in the impulsive news of yesterday reiterated criticism on the property, and an enclosure, apparently, was
features now or hereafter a part of the property. All replacement and additions shall also be covered by this Deed
instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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5. Hazard or Property Insurance. Borrower shall keep the improvements to 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 requisition 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, gives 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/or 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

DPB 101
Form 3014 9/90

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Form 3014 9/90
DPS 1082

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

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state(s) in which it was executed. To the extent that provisions of this Security Instrument and the Note are declared illegal, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent that provisions of this Security Instrument and the Note are declared illegal, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing

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13. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument except as set forth below.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, and subject to the provisions of paragraph 17, Borrower's successors and assigns shall be joint and several. Any Borrower who consigns this Security Instrument shall be liable to Lender for all amounts due under this Agreement.

11. Borrower Not Responsible: Each and every instrument granted by Lender to Borrower, Extension of the time for payment of amortization of the summa executed by Lender to Borrower's assignee or successor in interest, or modification of the liability of Borrower to Lender to pay any summa received by Lender in excess of its right or remedy.

Usually Lennder and Borrowman differentiate between *in writing*, any application of proceeds to principal shall not exceed one-half the due date of the maturity of such payment.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct offered to make up be applied to the unpaid amount by this Security instrument whether or not the same were due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

Whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the

Security immediately before the taking is applied to the sums secured by this Security Instrument;

this Security Instrument shall be reduced by the amount of the proceeds multipled by the following ratios: (a) the sum secured by this Security Instrument shall be reduced by (b) the fair market value of the Property immediately before the taking, divided by (c) the sum secured of the sums received before the taking.

Amounts of the sums received immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, shall be applied to the sums secured by the Security Instrument.

Any balance shall be paid to Borrower, in the event of a partial taking in which the sum secured before the taking, divided by (a) the fair market value of the Property immediately before the taking, exceeds the sum secured of the sums received before the taking.

Market value of the Property immediately before the taking is less than the amount of the sums secured before the taking, the sum secured by the Security Instrument shall be reduced by the amount of the sums received before the taking.

Whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by the

Security Instrument.

10. Condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assented unto

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

pay attention to any longer than necessary, in the opinion of Leander, it would be unnecessary to overstate (in this matter) and for the period

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. 33038593

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 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 1083
Form 3014 9/90

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DIS 1004

DRILL 1021201

MY Commision Expires 3/17/96
NOTARY Public, State of Illinois
BRIDGET G. CIECHANOWSKI

NOTARY PUBLIC "OFFICIAL SEAL"

REG A-1A

ADM 3014 0/80

This instrument was prepared by:

My Commission Expires

Given under my hand and official seal, this 8th day of November 1995
Signed and delivered the said instrument in THEIR free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be the same person(s) whose name(s)
Personally known to me to be the same person(s) whose name(s)

the THOMAS F. VITACCO AND DIANE M. VITACCO, HUSBAND AND WIFE
1. THE NAME(S) _____
County ss: _____
STATE OF ILLINOIS, COOK _____

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Witnesses:

(Seal)

-Witnesses:

(Seal)

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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the contents of this agreement and agreements of each such rider shall be incorporated into and applied to
the convenience and safety of the parties if the rider(s) were a part of this Security Instrument.
- [Check applicable boxes] _____
 Adjutable Rate Rider
 Conditional Rider
 Family Rider
 Biweekly Payment Rider
 Planned Unit Development Rider
 Rail Impovement Rider
 Second Home Rider
 Other(s) [Specify]

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