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RECORD & RETURN TO:
THIS INSTRUMENT PREPARED BY:
JO NEJEJDY
HARTLAND FINANCIAL SERVICES, INC.
200 W. MADISON ST. SUITE 400
CHICAGO, IL 60606

93131809 93131809

LOAN# 589778

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 12, 1993**
The mortgagor is **JOSEPH H. CAMPOBASSO AND MARGIE M. CAMPOBASSO, HIS WIFE**

(**HARTLAND FINANCIAL SERVICES, INC.**, which is organized and existing under the laws of **ILLINOIS**, and whose address is

200 W. MADISON ST. SUITE 400 CHICAGO, IL 60606). Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100----- Dollars (U.S. \$ 125,000.00)**. 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 debt, if not paid earlier, due and payable on

MARCH 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 11 IN BLOCK 19 IN POPLAR HILLS UNIT FOUR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9, AND A PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 10, 1978, AS DOCUMENT NUMBER 24-358-401, ALL IN COOK COUNTY, ILLINOIS.

TAX ID# 02-19-326-011

DEPT-01 RECORDING \$31.00
THORBR FROM 112/02/19/93 11.07.00
#5586 # 34-93-131809.
COOK COUNTY RECORDER

which has the address of **4126 CRIMSON DR.**
(Street)

Illinois **60195** **(Zip Code)**

("Property Address")

HOFFMAN ESTATES
(City)

ILLINOIS Single Family Freddie Mac/Freddie Mac UNIFORM INSTRUMENT
ITEM 1978-0023

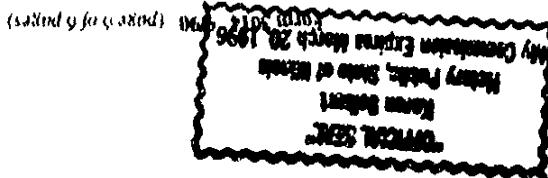
Form 3014-9790 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-520-2063 • FAX 630-531-1133

3109

93131809

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(Address)

(Name)

This instrument was prepared by

Notary Public

Karen D. Scott

My Commission Expires: 3-30-96

Given under my hand and official seal, this 1st day of February, 1993

for the

free and voluntary act, to the uses and purposes herein set forth,

and delivered the said instrument as ~~for~~ *for* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~for~~ *for* signed

personally known to me to be the same persons whose name(s) ~~for~~ *for*

do hereby certify that ~~for~~ *for* JOSPEH M. CAMPOBASSO and wife

a Notary Public in and for said county and state,

and delivered the ~~for~~ *for* undersigned

County ss:

STATE OF ILLINOIS, COOK

Moreover
(Seal)

Moreover
(Seal)

Moreover
(Seal)

Moreover
(Seal)

Witness:

WITNESS:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security instrument and in any rider(s) executed by Borrower and recorded with it.

- [Check applicable boxes]
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider Other(s) [Specify] Biweekly Payment Rider Graduated Payment Rider Planned Unit Development Rider Rate Improvement Rider Second Home Rider Ballroom 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 each such rider shall be incorporated into and shall amend and supplement the governing documents of this Security instrument as if the rider(s) were a part of this Security instrument.

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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 ten 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 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.

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(related to Fig. 8(d)) 06/6 110C 0.01

3. **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

Borrower agrees that prompt delivery of the property over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation incurred by the lessor in a manner acceptable to Lender; (b) conveys in good faith the title to, or pledges against any interest in, the property over this Security Instrument set forth above within 15 days of the giving of notice.

3. **Chargers; Leases.** Borrower shall pay all taxes, assessments, charges, fines and infusions as may become due to the persons or entities which have paid premiums directly, Borrower shall promptly furnish to Lender receipts evidencing

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 interest due; fourth, to principal due and last, to any late charges due under 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. If under Paragraph 2, Lender shall require or set the property, Lender, prior to the acquisition of the same or the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sum

Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender in any time is not sufficient to pay the first two items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the difference. Borrower shall make up the difference in no more than twelve monthly payments, in Lender's sole discretion.

estimates of expenditures of funds, however, in accordance with applicable law.

1. Payment of principal and interest; Prepayment and late charges; however 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.

mixed variances by partitioning of covariance a uniform certainty insuring real property.

THIS SECURITY INSTRUMENT combines ultimate covenants for national use and non-national covenants with guarantees of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and in easements, appurtenances and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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, i.e., pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance 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, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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remedies provided by this Security Instrument without notice to demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 remedy available.

17. If transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in

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 of New York, without regard to its conflict of laws provisions. To this end the provisions of this Note are given effect without the conflicting provisions. In the event that any provision of this Note which can be construed in a manner which purports to be contrary to the provisions of this Note, such provision shall not affect other provisions of this Note which are not so contrary.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and such law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted 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 sum already collected from Borrower which exceeded the permitted limit will be repaid to Borrower.

12. Successors and Assigns Board, Joint and Several Liability; Co-signers. The conventions and agreements of this waiver of or procedure in exercise of any right of remedy:

suits sounding by this SecuritY instrument, whether or not such due, otherwise and Bottower agree in writing, any application of proceeds to principal shall not extend out

Under is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the

If the Property is abandoned by Borrower or it, after notice by Lender to Borrower that the condominium offers to make up arrears of such a claim for damages Borrower fails to respond to Lender within 30 days after the date the notice is given, then due.

In the event of a total taking of the property, the proceeds shall be applied to the sum exceeding the fair market value of the property 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 sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amount of the sum secured by this Security instrument immediately before the taking shall be reduced by the following amounts: (a) the total amount of the sums secured by this Security instrument before the taking, divided by (b) the fair market value of the property immediately before the taking.

condemnation or other taking of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to [underwriter]