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LOAN # 8603634

RECORDED BY AND MAIL TO:

WEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
MERRICK TERRACE, IL 60181

• DEFT-11 RECORD.T \$31.50
• T40011 TRAN 7975 03/16/93 14:10:00
• 97243 : *-93-195343
• COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 19th, 1993**. The mortgagor is **LAWRENCE A. CALABRESE and ROBERT T. CALABRESE, HUSBAND AND WIFE and ROBERT T. DEYOUNG, MARRIED TO ROBERT T. DEYOUNG**. This Security Instrument is given to **THE CITIZEN NATIONAL BANK OF CHICAGO**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **3115 RIDGE ROAD LANSING, ILLINOIS 60438** ("Lender"). Borrower owes Lender the principal sum of **Forty Thousand & 00/100**

Dollars (U.S. \$ 40,000.00).

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, 2012**. 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 **TAX ID #: 33-30-401-005 COOK** County, Illinois: **THE NORTH 131.83 FEET OF THE SOUTH 527.83 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

What is the address of **21949 BURNHAM**

60411

[Zip Code]

("Property Address");

CHICAGO HEIGHTS

[Street, City]

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

(8108) 8603634

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291

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Borrower shall promptly discharge any debt or liability over which Lender has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation accrued by the Lien in a manner acceptable to Lender; (b) consents in good faith to the sale of the property covered by the obligation in accordance with the terms of this instrument; or (c) consents in writing to the transfer of the property covered by the obligation to another person who agrees to assume the obligations of the Borrower under this instrument.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach priorly over this Security instrument, and leaseshold payments of ground rents, if any; Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in due 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 directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

Therefore, such apply any funds held by the Center at the time of acquisition of site as a credit towards the sums secured by this Security instrument.

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, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender in the name of acquisition or sale as a credit against the sum secured by this

to Leader of the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Landlord may agree in writing, however, that interest shall be paid to the Funds; Landlord shall give to Borrower, without charge, any premium or interest paid by Borrower to the Funds.

the borrower unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, lender may require Borrower to pay a service charge for an independent real estate tax reporting service used by lender in connection with this loan unless otherwise otherwise. Unless an amendment is made or otherwise

The Funds shall be held in an account or whose expenses are instead of a regular agency, was a nonmember, to carry on the business.

otherwise in accordance with applicable law.

amended from time to time, 2 U.S.C., Section 2601 et seq. ("RESPA"), unless another law shall apply 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 lesser amount. Lender may estimate the amount of Funds due on the basis of current and reasonable estimates of expenditures of future Escrow items or

Landowner may, at any time, in his own or his heirs' judgment, demand payment in full of the principal amount of the loan and all interest accrued thereon, and the holder of the note may require the Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly fire insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Escrow Items".

Lender on the day monitory payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue prior to the Note, and (b) yearly leasehold payments

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

variations by jurisdiction to constitute a uniform security instrument covering real property.
UNIFORM COVENANTS. Borrower and Lender covenant covering real property.
1. Payment of Premium and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national governments with limited generality due to the fact that it is designed to cover a wide variety of situations and conditions.

All of the foregoing is referred to in this Security Instrument as the "Property".
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage
said conveyee the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and
guaranties and conveys the Property to the trustee for the benefit of the beneficiaries of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument.

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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 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

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be severable. Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to constitute with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in which the Property is located, in the event that any provision of clause of this Security Instrument or the Note which can be disregarded to cover liability. This Security Instrument shall be governed by federal law and the law of the state in which the Note can be given effect.

15. **Covering Law; Severability.** This Security Instrument shall be governed by the federal law and the law of the state in which the Note can be given effect without the conflicting provision.

14. **Notices.** Any notice to Borrower or Lender given in this Security Instrument shall be provided in this paragraph. Lender shall be deemed to have been given notice to Borrower or Lender when given as provided in this paragraph. Lender shall be deemed to have been given notice to Borrower or Lender under circumstances set forth in this Security Instrument or by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument or by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or by notice to Lender. Any notice to Lender shall be given by first class mail to the Property Address or by first class mail unless applicable law requires use of another method. The notice shall be delivered by delivering it or by mailing it under the Note.

13. **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 other loan charges collected or to be collected in connection with the loan exceed the permitted limit and (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded limits will be retained to Borrower, Lender may choose to make this demand by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any repayment charge. Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any repayment charge. Lender may choose to make this demand by reducing the principal owed under the Note or by making a direct payment to Borrower. Any notice to Lender given charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded limits will be retained to Borrower.

12. **Successors and Assigns; Joint and Several Liability; Cross-Security.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument to another, (b) is co-signing this Security Instrument only to pay the principal and interest of the note or debt held by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or terminate any agreement by this Security Instrument; and (d) is not personally obligated to pay the sums secured by this Security Instrument; and (e) is not personally liable under the Note for any deficiency made by the original Borrower or Borrower's successors in payment of the note or debt held by this Security Instrument. Lender shall not be required to operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to make any accommodations with regard to the terms of this Security Instrument or the Note without Borrower's consent.

11. **Borrower Not Released; Borrower's Right to Lender Note & Waiver.** Extension of the time for payment or modification of this Security Instrument shall not be made and benefit the successors and assigns of Lender and Borrower, subject to the date of the monthly payments reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. **Waiver of Setoff.** Borrower fails to respond to Lender within 30 days after the date the note is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repayment of the Property or to the sums secured by this Security Instrument whether or not the sums are then due.

9. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

8. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

7. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

6. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

5. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

4. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

3. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

2. **Waiver of Setoff.** Lender to Borrower that the condominium offers to make an award of setoff a claim for damages, before the note is given, Lender and Borrower shall not be entitled to setoff the amounts reflected in paragraphs 1 and 2 of this note or debt held by this Security Instrument whether or not the sums are then due.

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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. 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 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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