

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.  
8100 OAK LAND  
MIAMI LAKES, FL 33016  
LOAN NUMBER: 50-516691-3



93341530

RECEIVED  
SHERIFF OF THE STATE OF FLORIDA  
FEBRUARY 27, 1997  
FBI - MIAMI  
FD-3500  
100-316691-3

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 28TH, 1997**  
The mortgagor is **MATTHEW D. DONICA AND DANIELLE M. DONICA, HUSBAND AND WIFE**

FIRST FEDERATED, INC.,  
which is organized and existing under the laws of **ILLINOIS**,  
**133 E. OUDEN SUITE #1, HINSDALE, IL 60521**

("Borrower"). This Security Instrument is given to

, and whose address is

SIXTY NINE THOUSAND FOUR HUNDRED AND NO/100  
Dollars (U.S. \$ 69,400.00). 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  
**JUNE 1ST, 2000**. 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**

ATTACHED HERETO AND MADE A PART HEREOF.

93341530

P.I.N. 24-36-114-020

350  
350

which has the address of **12926 SOUTH CALIFORNIA**  
(Street)

**Illinois 60406** (Zip Code) **(Property Address)**

**BLUE ISLAND**  
(City)

**ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
DEK 19761 (0103)  
MFL 9141-04/91

Form 3054 WFO (page 1 of 8 pages)

Baptist Lakes Business Forms, Inc.

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100-104-010 299(1) 1960 DEC-009 1 401,100,000  
■ Our Country's Strength, 1960

(initials) Date Printed

and safety of the user of each of the products or services of the Company for whom it is safe to do so, including the risks involved in the use of such products or services.

Holder of shall prominently display his/her name which has priority over the Society's name in all instruments, documents, agreements, contracts, correspondence, and other papers relating to the business of the Corporation.

3. Application of the regulations. Unless otherwise provided, all payments made by lessees under paragraph 1 and 2 shall be applied first, to any pecuniary charge due under the Rents second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Rents.

If the funds held by a creditor exceed the amounts permitted by law, a creditor shall receive payment of the excess in accordance with the applicable law. A creditor shall receive payment of the excess in accordance with the applicable law. If the funds held by a creditor exceed the amounts permitted by law, a creditor shall receive payment of the excess in accordance with the applicable law.

1. Payment of Principal and Interest - Payments shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.
2. Funds for Taxes and Liabilities. Subject to applicable law or a written waiver by Lender, Borrower shall pay taxes and assessments which may apply upon property over the Security Instrument as a lien on the Property; (b) yearly insurance premiums on the day monthly payments are due under the Note, until the Note is paid in full; & sum ("Funds") for (c) yearly security fees under the Note, until the Note is paid in full; & sum ("Funds") for (d) yearly maintenance payments on the day monthly payments are due under the Note; (e) yearly hazard or property insurance premiums; (f) yearly taxes and assessments which may apply upon property over the Security Instrument as a lien on the Property; (g) yearly insurance premiums which may apply upon property over the Note, until the Note is paid in full; & sum ("Funds").
3. Funds for Taxes and Liabilities. Subject to applicable law or a written waiver by Lender, Borrower shall pay taxes and assessments which may apply upon property over the Security Instrument as a lien on the Property; (b) yearly insurance premiums on the day monthly payments are due under the Note, until the Note is paid in full; & sum ("Funds") for (c) yearly security fees under the Note; (d) yearly maintenance payments on the day monthly payments are due under the Note; (e) yearly hazard or property insurance premiums; (f) yearly taxes and assessments which may apply upon property over the Note, until the Note is paid in full; & sum ("Funds").

UNIFORM GOVERNANTS, MOTORCARS AND LUMBER GOVERNANT AND AGENTS AS FOLLOWS:

**THIS SECURITY INSTRUMENT COVERS ALL PERSONAL PROPERTY WHICH IS HELD BY THE DEBTOR IN CONSIDERATION OF SECURITY INSTRUMENT COVERAGE AND PROPERTY.**

**HORNIGOWSKI COUNTRYSIDE HOMESTEAD** is situated on a hillside overlooking the valley of the Little Pine River, about one mile from the town of Loyal, Marathon County, Wisconsin. The property consists of 160 acres, all cleared and under cultivation, and includes a fine residence, barn, and outbuildings.

TOGETHER WITH ALL THE INFORMATIONS NOW OR HEREIN AFTER RECEIVED ON THE PROPERTY, AND THE FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPIECEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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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 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 foreclosure 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 entry upon and inspection 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

ITEM 10703 (8-03)

Form 3014-070 (page 3 of 4 pages)

Grant Lender Bureau Form No. 00  
To Order On: 1-800-330-0101 (7AM-5PM EST)

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400-100-2340 邮政门 0000-000-0001 0000-0000-0000

Bei Ihnen ist es wichtig, dass Sie

(Entered on 10-22-2004) 04/6 1105 00:00 p.m.

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unpublished manuscript, 1985, pp. 6-7).

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This security instrument is intended to pay these sums prior to the expiration of ten years, unless otherwise specified.

The date of our second interview  
is under exercised this option, and shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by him less than

se um novo mundo, feito pensando no próximo, no tempo, no progresso, no bem comum, sem fronteiras.

In a world of unequal inheritances, it is important to consider how inheritance may affect the family's financial security.

16. Borrower's Copy. Borrower shall be given one carbonated copy of the Note and of this Security Instrument, delivered to the Lender.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located, in the event that any provision of this Security Instrument is determined to be ineffective under applicable law, such court(s) shall not affect other provisions of this Security Instrument, or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument shall not affect Note rate

**14. Notes.** Any notice to Horwather provided for in this Security instrument shall be given by delivery in writing or by first class mail unless otherwise provided for in this Security instrument.

13. **Laws (Chargers).** If the loan received by the Society from him is subject to a law which sets maximum loan charges, and this law is fairly interpreted so that the interest or other fees collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan that the Society will be reduced by the amount necessary to reduce the loan below the permitted limits, then: (b) any sum already collected that the Society will be reduced under the above or by making a charge to the borrower, lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the borrower; if a refund reduces principal, the reduction will be limited to a refund payable until a direct payment claim is filed under the Note.

12. **Succession and Aging Bonds, Social and Economic Capital**. The development and implementation of security instruments shall build and keep it in the successive and willing of leader and follower, subject to the provisions of the agreement.

11. **Horrors of Responsibility** By Leader No. 1 Waller, Extension of the line for payment of dividends to shareholders by the sum received by him personally from the company.

Under section 1(1)(b) this Decree may limit imports, whether or not the due date falls on or before the date of the amendment referred to in paragraph 1 and 2 of change to the amount of such payments.

If this property is acquired by the owner, or if, after notice by letter to the owner that the condominium offered to him under his obligation to collect and apply the proceeds, at his option, either to repossess or to repel of the property or to the amount of which it can be sold, the owner fails to respond in kind, whether within 30 days after the date the notice is given,

Any communication to order number or any part of the package, or the name/make in need of communication, etc below

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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 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 Substance 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 substance: 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.

Office  
03141530



LOT 12 AND THE SOUTH 1/4 OF LOT 11, IN BLOCK 4, IN CHASLES MORGAN'S ADDITION TO  
BLUE ISLAND, BEING A SUBDIVISION OF THE EAST 5 ACRES OF THE SOUTH 20 ACRES, OF  
LOT 12 AND THE WEST 213.52 FEET OF LOT 4, IN THE ABEGGERS DIVISION OF THE WEST  
1/2 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 36  
AND THE EAST 5 ACRES OF LOT 1, IN GERMANIUS COOLEY'S SUBDIVISION OF PART OF  
THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SAID  
SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

133341530

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## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 28TH day of APRIL , 19 93 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to FIRST FEDERATED, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

12926 SOUTH CALIFORNIA, BLUE ISLAND, IL 60406  
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE.

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of JUNE 1ST 2023 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 6 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 6 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percent (one point (0.125%)) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

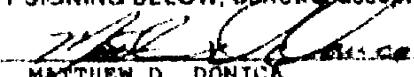
### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinance option.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

  
MATTHEW D. DONICA

(Seal)

Borrower GABRIELLE R. DONICA

(Seal)

Borrower

(Sign Original Only)

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Property of Cook County Clerk's Office

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