

108b

## UNOFFICIAL COPY

ATTORNEYS TITLE GUARANTEE FUND, INC.

94791310

Box 260

LOAN NUMBER: 5168596

(Space Above This Line For Recording Data)

## MORTGAGE

## ORIGINAL

THIS MORTGAGE ("Security Instrument") is given on AUGUST 26TH, 1994. The mortgagor is F. WILLIS CARUSO, JR., AND CYNTHIA E. CARUSO,

HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to PHH US MORTGAGE CORPORATION which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY, MT. LAUREL, NEW JERSEY 08054 ("Lender").

Borrower owes Lender the principal sum of TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 202,500.00). 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 SEPTEMBER 01ST, 2024. 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, BEING COMMONLY KNOWN AS 4043 WOLF ROAD.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY, HEREWITHE: THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY: LISA BONFIGLIO

which has the address of 4043, WOLF ROAD, WESTERN SPRINGS

Illinois

(Zip Code) 60558 ("Property Address")

94791310

DEPT-01 RECORDING \$31.00  
T#1111 TRAF 6529 09/12/94 10:03:00  
\$8634 9-94-791310  
COOK COUNTY RECORDER

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

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
USMNC 3095 Rev. 1/93



Form 3914-B-900 (page 1 of 5 pages)

3100

ht  
CEC

# UNOFFICIAL COPY

If necessary, and notwithstanding any provision of this section, any application of proceeds to principal shall not exceed the amount of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments referred to in paragraph 3.

Lenders and borrowers often agree in writing, insurance proceeds shall be applied to restoration of repair of the property damaged or to the restoration of personal belongings left at a rental unit under Lender's security if not lessened. If the restoration is not lessened by this section, insurance proceeds shall be applied to repair of damage to the property caused by acts of God, such as flood, fire, lightning, wind, etc., which are not covered by the insurance policy.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard warpage 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 renewals. 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.

5. Hazard or property insurance. Borrower shall keep the improvements and any other hazards, including depreciation loss by fire, hazards included within the term "extended coverage" and any other hazards, in full repairable condition, to protect Lender's rights in the property in accordance with paragraph 7.

Borrower shall promptly disclose any information secured by the lien in a manner acceptable to Lender; (b) commutes in good faith the lien by payment of the obligation or the amount accepted by the Lender; (c) commutes in good faith the lien in a manner acceptable to Lender; (d) commutes in good faith the lien in a manner acceptable to Lender; (e) commutes in good faith the lien in a manner acceptable to Lender; (f) commutes in good faith the lien in a manner acceptable to Lender; (g) commutes in good faith the lien in a manner acceptable to Lender; (h) commutes in good faith the lien in a manner acceptable to Lender; (i) commutes in good faith the lien in a manner acceptable to Lender; (j) commutes in good faith the lien in a manner acceptable to Lender; (k) commutes in good faith the lien in a manner acceptable to Lender; (l) commutes in good faith the lien in a manner acceptable to Lender; (m) commutes in good faith the lien in a manner acceptable to Lender; (n) commutes in good faith the lien in a manner acceptable to Lender; (o) commutes in good faith the lien in a manner acceptable to Lender; (p) commutes in good faith the lien in a manner acceptable to Lender; (q) commutes in good faith the lien in a manner acceptable to Lender; (r) commutes in good faith the lien in a manner acceptable to Lender; (s) commutes in good faith the lien in a manner acceptable to Lender; (t) commutes in good faith the lien in a manner acceptable to Lender; (u) commutes in good faith the lien in a manner acceptable to Lender; (v) commutes in good faith the lien in a manner acceptable to Lender; (w) commutes in good faith the lien in a manner acceptable to Lender; (x) commutes in good faith the lien in a manner acceptable to Lender; (y) commutes in good faith the lien in a manner acceptable to Lender; (z) commutes in good faith the lien in a manner acceptable to Lender.

4. A manager may claim priority over this Security if his/her debts exceed the amounts due to the lessor under this leasehold agreement, unless the lessor has given written notice of non-payment to the manager.

3. Application of Payments. Unless otherwise provided, 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 preparation 2 funds to interest due under the Note; third, to principal due; and last, to any late charges due under the Note.

**Upon presentation in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sum held by Lender in trust under paragraph h 21, Lender shall agree to sell the Property, Lender prior to the acquisition of title to the Property, shall apply any sums held by Lender at the time of acquisition of title as a credit against the sums received by this Security Instrument.**

Brotherhood shall pass to slenderer life and thinner veins, and when the day comes when we may have to leave our native land, we shall be ready to go.

If the Lender has held by Lender to 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 applicable law. If the amount of the funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall settle with Borrower in writing, and, in such case, the notes and other obligations of the Borrower to Lender shall be reduced by the amount of the excess funds held by Lender.

For each deposit in the funds, members will receive a certificate of deposit in the amount deposited, showing the date of deposit and the date of maturity.

is made of appropriate law applicable law providers otherwise. Under an agreement between the parties, a copy of the law used by each party in connection with its loan, unless otherwise specified, may be used by the Lender in writing, however, that interest shall not be paid on the Funds. Lender shall be entitled to receive interest on the Funds, however, that interest shall not be paid on the Funds. Lender shall be entitled to receive interest on the Funds, however, that interest shall not be paid on the Funds.

The Funds shall be held in an institution which deposits are secured by a Federal Home Loan Bank, insuring up to one-hundred percent of the principal amount.

The following table summarizes the results of the study. The first column lists the variables of interest, the second column provides the estimated mean and standard error of the difference between the two groups, and the third column indicates the statistical significance of the difference.

means are funded, either directly or indirectly, by endowment funds, seedfunds and hold funds in an amount not to exceed the maximum amounts set forth in section 111 of this title, together with interest thereon.

the early days when personal associations were the chief factor in determining our political sympathies, and when the party was a means of social communion.

The preparation of and information on the debt evidenced by the Note and any prepayment and late charges due under the Note, the funds for taxes and insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the days specified herein after due and unpaid payments due under the Note, until the Note is paid in full, a sum ("Funds") for costs of collection and attorney's fees in addition to any amounts otherwise due under the Note.

ENTITLED TO ONE HUNDRED AND LEARNED CONVENTION AND AGREEMENT AS FOLLOWS:

# UNOFFICIAL COPY ORIGINAL

**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 attorney's 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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**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, 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



CEC

# UNOFFICIAL COPY

21. Acceleration: 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 acceleration provides otherwise); (a) the default; (b) the action required to cure the default (less than 10 days from the date the notice is given to Borrower, by which time the default must be cured); and (c) a date, not less than 10 days from the date the notice is given to Borrower, by which the default must be cured (less than 10 days from the date the notice is given to Borrower, by which time the default must be cured); and (d) that failure to cure the default on or before the date specified by Borrower, by which the default must be cured (less than 10 days from the date the notice is given to Borrower, by which time the default must be cured); and (e) that failure to pay all amounts secured by this Security Instrument, regardless of the date specified by Borrower, by which the default must be cured. The notice shall specify (a) the default; (b) the action required to cure the default (less than 10 days from the date the notice is given to Borrower, by which time the default must be cured); and (c) a date, not less than 10 days from the date the notice is given to Borrower, by which the default must be cured (less than 10 days from the date the notice is given to Borrower, by which time the default must be cured); and (d) that failure to pay all amounts secured by this Security Instrument, regardless of the date specified by Borrower, by which the default must be cured.

NON-STRUCTURAL GROUP NAMES, BONNOMETER AND LEANDER (INTERIOR DESIGNERS) AND ARTHUR DE VOLLMER

However, there are necessary conditions in accordance with Euclidean and Law of Impossibilities, that are required to obtain the following results.

to no demand received and uses and to understandise of the Property.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances, as defined by the Environmental Protection Agency, or any laws, rules, regulations, or orders of any governmental entity, or any other applicable law, rule, regulation, or order, to be applied to the property or to any portion thereof.

However, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.

regulate to assure that the due care of this security is maintained, certain expenses in the way of legal and other expenses in paying claimants shall not apply in the case of acceptance under paragraph 17.

Secuity instruments of (c) entity do not qualify this Secuity instrument. These securities had been under the same authority during this Secuity instrument and the Note as is the acceleration date.

any remedies provided by this section, notwithstanding the failure of demand or notice.

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 Interest in full to Lender, together with interest thereon at the rate of 12% per annum, plus costs of collection and attorney's fees, whether or not demand on Borrower.

Interest in it is sold as transferred to it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without a 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 law as of the date of this security instrument.

16. Borrower's copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument, and shall be entitled to receive a copy of the Note and of this Security Instrument.

**18. Governing Law; Severability.** This Securities 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 Securities Instrument or the Note cannot be given effect without the conflicting provision, to the extent and the provisions of this Securities Instrument and the Note can be given effect without the conflicting provision, to the extent and the provisions of this Securities Instrument and the Note

provided for in this Security instrument shall be demand to have been given to Borrower or Lender when given as provided for in Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given to Borrower addressed to any other address Borrower designates by notice to Lender, any notice to Lender shall be given by notice and a copy shall be given to Borrower at the address Borrower designates for notices to Lender.

be rendered to the writer, I expect this cause to make us return to reading his papers in a more extended manner than we have done before.

11. **loan charges.** If the loan is secured by this security, interest is charged at a rate which sets maximum loan charges, and that loan is usually interpreted so that the interest of other loans charged collectible or to be collected in connection with the loan of which such 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 exceed the permitted limit times will be charged to the permitted limit, and (c) any sums already collected by the creditor which exceed the permitted limit and under the Note or by making

# UNOFFICIAL COPY ORIGINAL

→ **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.

**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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) [specify] \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

F. Willis Caruso \_\_\_\_\_ (Seal)  
F. WILLIS CARUSO, JR.

340-70-3167

(Seal)  
Borrower

Cynthia E. Caruso \_\_\_\_\_ (Seal)  
CYNTHIA E. CARUSO

346-48-6713

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

Cook County ss:

On this, the 26 day of AUGUST, before me, the subscriber, the undersigned officer, personally appeared F. WILLIS CARUSO, JR. AND CYNTHIA E. CARUSO

known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that THEIR \_\_\_\_\_ executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: 6/3/95

Patrick M. Gallagher  
Notary Public, State of Illinois  
My Commission Expires 6/3/95

TITLE OF OFFICER

REC'D 5-17-95  
ILLINOIS



**UNOFFICIAL COPY**

*Property of Cook County Clerk's Office*

# UNOFFICIAL COPY

LOT TEN (10) IN BLOCK THIRTEEN (13) IN FIELD'S PARK, A SUBDIVISION OF THE WEST FIVE EIGHTH (5 1/8THS) OF THE WEST HALF (W-1/2) OF SECTION FIVE (5), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH-WEST QUARTER (SW-1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 18-05-108-005

94791310

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office