Property of Cook County Clerk's Office COOK COUNTY RECORDER Z\$2T86-66-* 44 # Z\$\$Z# 00.152 #7013 TRAN 1265 LIVIB/99 13:18:00

TOOISTIBLE WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, and fixtures now or bereafter 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 inwitify select of the estate hereby conveyed and has the right to mongage, 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.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes and assessments which may attain priority over this Security Insurance is alien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage from may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$ 2601 et seq. ("RBSPA"), unless the hold by the applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect said hold Funds in an now it not to exceed the leaser amount. Lender may estimate the amount of Funds due on the hash of current data and reaso. (So) estimates of exceedibures of future Escrow Items or otherwise in accordance with applicable law.

The First shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, the Escrow Items, unless Lender pays Barrower interest on the Funds and applicable law permits Lender to make at the charge, However, Lender may require Burrower to pay a one-time charge for an independent real estate tax reporting each in a charge, However, Lender may require Burrower to pay a one-time charge for an independent real estate tax reporting each in a charge, it connection with this foan, unless applicable law provides inherists. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an 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.

If the Funds held by Lender excert the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accord once with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the tisco we leave then due, Lender may so notify Burrower in writing, and, in such case florrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve thought payments, at Lender's sole discretion.

deficiency in no more than twelve monthly paymer is, it Lender's sole discretion.

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 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 11 the time of acquisition or sale as a credit against the sums

secured by this Security Instrument.

3. Application of Payments. Unless applicable law provider 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 'ny lot charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leaseng a jayments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid to the manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Louder all notices of amounts to be pald under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any flen which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the flen in a manner acceptable to Ler Jer; (1) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Leruc's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement study instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, It Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected 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

ITEM 1874LZ (9202

Form 3014 9/90 (page 2 of 6 pages)
Great Lates Business Forms, Inc. 8
Te Order Call: 1-100-530-939) [TFAX 814-781-133)
110245928

498175

Property of Coot County Clert's Office

J-3-16-94

UNOFFICIAL COPY

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's approval which shall not be unreasonably withinking in businesse rails to manually considered 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 lessented. If the restoration or repair is not economically leasible or Lender's security would be lessented, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid in Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance currier 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 Barrower otherwise agree in writing, any application of proceeds to principal shall not extend or positione 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 Dorrower'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 to at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be anably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not the they, chanage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in "cfm" if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could regult in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender see they interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding water dismissed with a ruling that, in Lender's good faith determination, precludes forfellure 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. Be rower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information of state nents 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 resider ce. I this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquire, to 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 Hights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or three is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrup cy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is recessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any lovas 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 'wo so.

Any amounts disbursed by Lender under this paragraph, 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 main of the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or the interfect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost in the control of the control 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 w available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premise being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these pays ents as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the Lottor 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 to trage 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.

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.

The proceeds of any award or claim for damages, direct or consequential, in connection with Condemnation. 17E4 1876LD 192021

Form 3014 9/90 (page 3 of 6 pages)

Brest Lakes Business Forms, Inc. 22 To Order Call: 5-800-830-8383 CT-FAX \$15-781-1135 110245928

Property of Cook County Clerk's Office

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 Properly 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 horrower 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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Dorrower 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. Barrower Not Released; Forbearance By Lender Not a Walver. 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 or cry ise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the origine. Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a raiser of or preclude the exercise of any right or remedy.

12, Stace ors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security for any sent shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 Dorrower'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 on-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 S. curity instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accountexations with regard to the terms of this Security Instrument or the Note without that

Borrower's consent.

13. Loan Charges. If the four secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally linear east so that the interest or other loan charges collected or to be collected in connection with the linux exceed the permitted hards, "ien: (n) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) a ty sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund 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 prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it 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 designs as by notice to Lender, Any notice to Lender shall be given by first class mail to Lender's address stated herein or any othe pluress Lender designates by notice to Bortower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this purigraph.

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 providence clause of this Security Instrument or the Note conflicts with applicable low, such conflict 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 his Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Not: and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any 1 at 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 ful 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 at a time secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender as 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 ITEM 1876L4 (8202) Purm 3014 9/90 (page 4 of 6 pages)

Great Cabon Business Factors, 1m. 18 1s Dider Car. 1-800-610-929 Cl FAX 818-731-1131 1102-45928

Property of Cook County Clark's Office

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 Rorrower; (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 fien 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 relustate 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 sinte the name and address of the new Loan Servicer and the utdress 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 Raylonamental 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 property residential uses and to maintenance of the Property.

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 box of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory action, 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 his paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environment at I aw and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and explicities, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragranta 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to her the safety or environmental protection.

NON-UNIFORM COVENANTS. Dorrower and Lender further covenant and agree as follows:

21. Acceleration: Rem des. Lender shall give notice to Horrower prior to acceleration following Horrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 tuless applicable law provides the wise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 25 tops from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to care the default on or before the date specified in the notice may result in acceleration of the same secured by this Security in arament, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform florrower of (b) right to relustate after acceleration and the right) to assert in the 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 proceding, Lender shall be entitled to collect all expenses incorred in pursuing the remedies provided in this paragraph 21, i.e.a.ding, 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 Burrower, Burrower shall pay any recordation costs.

23. Waiver of Hamestead. Borrower waives all right of homestead exemution in the Property.

ITEM 1876L5 (9202)

Form 3014 9/90 (page 5 of 6 pages)

Ocest Lake Business Forms, inc. #
To Ocidi Car. 1-800-830-8383; [2] UR. \$14-791-1111
110245928



Property of Cook County Clerk's Office

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 Gradunical Payment Rider Planned Unit Dovelopment Rider Rate Improvement Rider Balloon Rider Other(s) [specify]

> 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.

24. Riders to this Security Instrument. If one or more riders are executed by Harawer and recorded together with

Witness: (Scal) (Scal) IA H PALELLA (Scal) (Scal) Hotrows

Laak STATE OF ILLINOIS,

County 45;

Barbara J. Enrigic

, a Notary Public in and for said county and state,

Julia M. Pa'olla married to Nick A. Paleila do hereby certify that

, persunany known to me to be the same person(s) whose name(s)

signed

subscribed to the foregoing instrument, appeared before my this day in person, and acknowledged that

1-4 Pamily Rider

Second Home Rider

Blwcckly Payment Rider

she

and delivered the said instrument as

her

fric and voluntary act, for the uses and purposes therein set

forth.

Given under my hand and official scal, this

My Commission expires:

March 9, 1997

This instrument was prepared by

First Federal Bank for Savings

749 Lee Street, Des Plaines, Illinois (Address)

ITEM 187618 (9202)

OMCALES BARDARALLES BARDARA CUM MOTARY PUBLIC, LIVER OF MAY COMMISSION EXPINSS

Porm 3014 9/90 (page 6 of 6 pages)

STATE OF ILLINOIS, Cook County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Nick A. Paiella married to Julia M. Paiella, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of March.

My Commission expires 4-297

Notary Public

"OFFICIAL SEAL" K. MILLER

Notary Public, State of Illinois My Commission Expires 4/2/91

Property of Cook County Clark's Office

751796V6