Record and Return To: TO FUNDING CORPORATION AND ANTON BLVD. 2018 EL COSTA MESA CA. 92626

5,105756

DEPT-01 RECORDING

\$33,00

T40000 TRAN 6410 02/02/94 14436400

44948 : ×-94-108786

COOK COUNTY RECORDER

94108786

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**MORTGAGE** 

Loan No: 114300737

A. T. G. F. BOX 370

THIS MORTGAGE ("Security increment") is given on January

18th, 1994

. The mortgagor is

SALVATORE DESTEFANO, a bachelor

Afforower"). This Security Instrument is given to SC\_FUNDING\_CORPORATION. A California Corporation

0/

which is organized and existing under the laws of address is 600 ANTON BLVD. FLOOR 20 COSTA MESA, CALIFORNIA 92626 SIXTY THREE THOUSAND AND 00/100

the State of California

, and whose

("Leider"). Borrower owes Lender the principal sum of

Dollars (U.S. S

63000.00

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, it not paid earlier, due and payable on February 2122 . 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with increst, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, advanced under payagraph 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.

\*\*\*LEGAL ATTACHED HERETO AND MADE A PART HEREOF\*\*\*

33.

which has the address of 4742 SOUTH LAVERGNE, CHICAGO

Hiros

CADER NO. 633334 2012

60638

("Property Address");

| Zip Code |

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

## (LL) (9212) At

Form 3014 9/90 Amonder 5/91

290 VORTGAGE > CHVS - (800)572 2295

A 63 + 1 01 11

121 2291 J

(Sirrel, City),

100F DHFR WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, and testures 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."

HORROWER COVENANTS that Horrower is lawfully seried 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.

1311S SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by porosaliction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as tollows

- I. Payment of Principal and Interest; Prepayment and Ente Charges. Horrower 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 warver 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 as a ben on the Property; (b) yearly leasehold payments or ground tents on acc.) Toperty, if any, (c) yearly hazard or property utsurance premiums, (d) yearly flood insurance premiums, if any sees searly mortgage insurance premiums, if any; and (f) any sums payable by Hortower to Lender, in accordance with the provisions of paragraph 8, in her 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 four may require to: Sociower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It 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 balas of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, institutionally, or entity (including Lender, if Lender is such an institution) or in any Fe leral Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest or the Funds and applicable law perints Lender to make such a charge. However, Lender may require Borrower to pay a one-time gliarg, for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay degrower any interest or earnings 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 the Security Instrument.

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 applicable law. If the automot of the Funds held by Lender at any time is not sufficient to pay the Escrow Rems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at 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 II, 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 at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lende, under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that 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.

Borrower shall promptly discharge any fieu which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, 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.

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5. Hazard or Property Insurance. Horrower 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 innecessorably 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 it 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 historiument, 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 assurance proceeds. Lender may use the proceeds to repair or testore 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 Fender and Bossesses otherwise agree in writing, any application of proceeds to principal shall not extend or postpose the due date of the monthly passociaty referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 24 the Property is acquired by Frader, Horrower'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: Horrower'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 due of occupancy, unless Lender otherwise agrees in wating, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrose a's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or continut waste on the property. Borrower shall be in default if any forteiture action or proceeding, whether civil or criminal, is begun that in Lender's good taith judgment could result in forfeiture of the Property or otherwise materially impair the hen created by this Security Instangent or Lender's security interest. Botrower may cure such a details and reinstate, as provided in paragraph 18, by causing the action or proceeding to be discussed with a ruling that, in Lender's good tanh determination, precludes fortentire of the Borrower's property in the Property of other mineral impairment of the ben created by this Security Instrument or Lender's security interest. Boslower shall also be in default it Borrower, during the loan application process, gave materially talse or maccurate information or statement, to Lender (or tailed 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 beenge unless I ender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower tails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights to the Property (such as a proceeding in bankrippey, probate, for condemnation or fortentire 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 semis secured by a hen which has priority over this Security Instrument, appearing in court gaying reasonable attorness, tees and emering 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 1 ender under this paragraph 7 shall become additional debt of Bottower 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. I ender will accept, use and retain these payments as a loss reserve in heur of mortgage insurance. Loss reserve



payments may no longer be required, at the option of Lender of mortgage insurance coverage (in the amount and for the period that I ender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiants 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
- t0. 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured aroundately 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 inspection 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 condemnor 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 their disc.

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 oar graphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Leady 7 on a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Install near granted by Leader to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Leader 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 Leader 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 Joyy Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument ody; to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not presentally obligated to pay the sums secured by this Security Instrument; and (c) agrees that I ender 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 the Fortower's consent.
- 43. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets exaximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in collection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Horrower which exceeded permitted limits will be returned 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. It a returned reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any nonce to Borrower provided for in this Security Instrument shall be given by delivering it or by minling it by tirst 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 any other address. Lender designates by notice to Borrower. 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 paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the mushction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable faw, 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 this Security Instrument and the Note are declared to be severable.



16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Fransfer 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without tender's prior written consent. Lender may, at its option, require immediate payment in full of all sams secured by this Security instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower noise 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 tustiquent. 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 sams which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any detailt of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reason/ble attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Under'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 of ective 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 programmes without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collecte monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer anrelated 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. Borrowe, 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 han mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents materials containing asbestos or formuldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdice as where the Property is located that relate to health, safety or environmental protection.

MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration collowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration inder paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required recure 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.



the covenants and agreements of the Securit [Check applicable box(es)]	rements of each such rider shall be incorporately Instrument as if the rider(s) were a part of the	as Security Instrument.
Adjustable Rate Rider Graduated Payment Rider	Condominum Rider Planned Unit Development Rider	1 4 Family Ruler Biweekly Payment Ruler
Halloon Rider	Rate Improvement Rider	Second Home Rider
V A Rider	O.her(s) {specify}	A SECOND FRANCE PARCE
	O <sub>F</sub> C	
BY SIGNING BELOW, Borrower acce	pts and agrees to the terms and covenants con	tained in this Security Instrument and it
any ruler(s) executed by Borrower and recor		
Witnesses:	Sulvatore	Dex 111
	DALIVATORS (FRIES)	(Seal)
Club	SALVATORE (EB) EF	Hortowe
	(0	4
	)	(Scal
		Horrowe
	(Scal)	(Scal)
	Horrower	-Harrowe
STATE OF ILLANOIS,	Cook County s	S:
SALVATORE DESTEFANO. 4 6 M	, a Notary Public in and for said	county and state do hereby certify that

signed and delivered the said instrument as \_ 400 free and voluntary act, for the uses and purposes therein set forth,

SU FUNDING CORPORATION 600 ANTON BLVD, FLOOR 20 COSTA MESA, CALIFORNIA 92626

day of 😽

Notary Public

OFFICIAL SEAL MARIE DUHIC NOTARY PUBLIC, STATE OF ILLINOIS MY COMMESSION EXPIRES 1-31-97

m 3014 9/90

Given under my hand and official seal, this

My Commission Expires:

This Instrument was prepared by:

-6R(IL):9212101 - Page 6 of 6

3. The land referred NOFFICIAL COPY (1) 10 kg :

Lot 27 in Block 32 in Frederick H. Bartlett's Central Chicago, being a Subdivision of the South East Quarter of Section 4, and the North East Quarter and the South East Quarter of Section 0, Township 38 North, Range 13. East of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 19-09-203-032-0000

Stopperty of Coot County Clerk's Office