

PREPARED BY:
AMY LOVE

P.O. BOX 33213
Charlotte NC 28217

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Box 296 130-77
LENDERS TITLE GUARANTY
2300 N. Barrington Rd., Suite 200
Hoffman Estates, Illinois 60115
708.303.6200 • Fax 708.303.6240

RECORD AND RETURN TO:

BARCLAYSAMERICAN/MORTGAGE CORPORATION
P.O. BOX 33213
CHARLOTTE, NORTH CAROLINA 28217

94 FEB 14 AM 10:01

[Space Above This Line For Recording Data)

MORTGAGE

977448

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 1, 1993
JOSEPH CAPOTOSTO
AND MARY M. CAPOTOSTO, HUSBAND AND WIFE

. The mortgagor is

("Borrower"). This Security Instrument is given to
BELCORP RESIDENTIAL MORTGAGERS, INC.

RECORDING 31.00

H 94158597

which is organized and existing under the laws of THE STATE OF ILLINOIS
and whose address is

(Lender). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY THREE THOUSAND
AND 00/100 Dollars (U.S. \$ 123,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2014. 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:
LOT ONE HUNDRED FIFTY-FOUR (154) IN CAMBRIDGE COUNTRYSIDE UNIT FIVE,
BEING A SUBDIVISION IN THE NORTH HALF (1/2) OF SECTION 9, TOWNSHIP 42
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF
COOK COUNTY, ILLINOIS, ON APRIL 28, 1967, AS DOCUMENT NUMBER 2321758.

PIN# 03-09-113-003

which has the address of 1027 HARVARD LN., BUFFALO GROVE
Illinois 60089 Zip Code

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

Street, City,

3103

DPS 1088

Form 3014 8/90

Wrote: JRC

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MVP MORTGAGE FORMS - 0313293-8100 - 0300521-7281

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Form 3014 8/90
DP 1089

W-6911 (9-10)

more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice indefinitely the less. Borrower shall satisfy the less or take one of this Security Instrument. If Lender demands that any part of the Property is subject to a lien which may affect over endorsement of the less; or (c) securites from the holder of the less in agreement satisfactory to Lender subordinating the less to by, or demands against enforcement of the less in, legal proceedings which in the Lender's opinion operates to prevent the writing to the payment of the obligation secured by the less in a manner acceptable to Lender; (d) concretes in good faith the less Borrower shall promptly discharge any less which less security instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on demand directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay directly

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property until, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides 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 paragraphs 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

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 Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale time is not sufficient to pay the Escrow less 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 in no more than

for the excess Funds in accordance with the requirements of applicable law. If the amount held by Lender at any time exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds held by Lender exceeded the amounts permitted to be held by this Security Instrument.

If the Funds was made, The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, in annual accounting of the Funds, show in, credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, the interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, until as applicable law provides otherwise. Unless an reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or Escrow items. Lender, if Lender is under a restriction or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the (including Lender, if Lender is under a restriction) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the entity funds shall be held in an institution whose deposit by a federal agency, instrumentality, or entity.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 260 et seq. ("FESA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". If any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lessor on the Property; (g) yearly leasehold payments Lender on the day monthly payments are due under the Note is paid in full, a sum ("Funds") for: (g) yearly taxes

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender cover the following security instruments as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property is unencumbered, except to any encumbrances of record. Borrower warrants

great and convey the Property and that the Property is lawfully held by the lessor to whom it belongs, and has the right to mortgage,

Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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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, appealing 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

DPS 1031

Form 3014 9/90

Initials: *JMK*

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PAP 7/26

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Form 3014 3/90
DRS 1082

100-ER(1) 50101

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

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 and the Note are declared to be severable, such provision shall be given to Borrower or Lender without the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery 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 designated by notice to Lender. Any notice given by first class mail to Lender's address shall be deemed to have been given to Borrower. Any notice provided for in this Security Instrument shall be given to Lender or by notice to Borrower. Any notice provided for in this Security Instrument shall be given to Borrower or Lender or by notice to Lender.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, prepayment charge under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security instrument with regard to the terms of this Security Instrument of the Note without the Borrower's consent.

11. Borrower Not Released; Post-Judgment Remedies. If the Property is sold by the original Borrower or otherwise does not exercise the right of foreclosure, any successor in interest of the Note: (a) is co-signing this Security Instrument only to mortgage, grants and conveys this Security instrument but does not exercise the right of foreclosure, any Borrower who co-signs this Security instrument shall be liable for the liability of the original Borrower or Lender to pay the sum demanded or awarded or settled a claim for damages, either to respond to Lender within 30 days after the date the note is given, or to settle the note in full and assign it to any successor in interest of Borrower shall be liable for the payment of the note if the original Borrower or Lender fails to do so.

10. Condemnation. The proceeds of any part of the Property, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection. Lender or his agent may make reasonable examinations upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

of which Lender requires) provided by an insurer approved by Lender against losses resulting from damage, direct or consequential, in connection with any

7. Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

6. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

5. Condemnation. The proceeds of any part of the Property before the taking is equal to or greater than the amount of the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, unless the fair

4. If the Property is condemned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an

3. Award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

2. Lender is authorized to call for, apply the sum secured by this Security Instrument to repair or restore or repair of the Property or to the sum secured by this Security Instrument, whether or not due.

1. If the Property is sold by the original Borrower or Lender to another, either to respond to Lender within 30 days after the date the note is given, or to settle the note in full and assign it to any successor in interest of Borrower shall be liable for the payment of the note if the original Borrower or Lender fails to do so.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this security instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

DPS 1083
Form 3014 9/90

Initials: 

46985796

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DPS 1094

Form 3014 9/90

MAY 1994
ILLINOIS
SECURITY INSTRUMENT
EXPIRES 2004

NLRB-ERILLI/ma212101

OFFICIAL SEAL

SARA J. WETLI

My Commission Expires:

Given under my hand and official seal, this
day of December, 1993.
Signed and delivered the said instrument as **THIRTY** free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **They**,
personally known to me to be the same person(s) whose name(s)

I, JOSPEH CAPOTOSTO AND MARY M. CAPOTOSTO, Notary Public in and for said county and state do hereby certify
that, **JOSEPH CAPOTOSTO AND MARY M. CAPOTOSTO, HUSBAND AND WIFE**
County ss:

-Sealower
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(Seal)-Sealower
(Seal)

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

- [Check applicable boxes] 1-4 Family Rider
 Codominium Rider
 Adjustable Rate Rider
 Biweekly Payment Rider
 Graduated Payment Rider
 Planmed Unit Devlopment Rider
 Rate Improvment Rider
 Second Home Rider
 Other(s) [Specify]
 V.A. Rider
 Balloon Rider
 Other Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement