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94219149

(Space Above This Line For Recording Data)

MORTGAGE

Loan No. 5179247

THIS MORTGAGE ("Security Instrument") is given on **February 26, 1994**. The mortgagor is **LAWRENCE A. PETTRONE and JULIENNE M. PETTRONE, HUSBAND AND WIFE** and the mortgagee is **UNITED FINANCIAL MORTGAGE CORP.** (hereinafter referred to as "Lender"). The principal amount of the debt evidenced by this Security Instrument is **\$90,650.00** ("Debt"). The date of recording of this Security Instrument is **03/10/94** at the office of the **COOK COUNTY RECORDER** ("Recorder"). The date of recording of the Deed of Trust is **03/10/94** at the office of the **COOK COUNTY RECORDER**.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **600 ENTERPRISE DRIVE, STE. 206, OAK BROOK, ILLINOIS 60521** ("Lender"). Borrower owes Lender the principal sum of **ninety-thousand six hundred fifty- and no/100** Dollars (U.S. \$ **90,650.00**). 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 **March 1, 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:

THE NORTH 50 FEET OF LOT 1 IN BLOCK 7 IN RICKER'S OGDEN GARDENS, A SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF OGDEN AVENUE AND NORTH OF THE CENTERLINE OF FLAINFIELD ROAD, IN COOK COUNTY, ILLINOIS.

34219149

PIN 18-02-118-023
which has the address of

Illinois 60534 ZIP CODE

4200 ROSE STREET AVENUE

("Property Address")

LYONS

(Street, City)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

800-681-1061

VMP MORTGAGE FORMS - 1313293-R100 - 18001621-72R1

Form 3014 8/90
Amended 8/91

Initials: *LJ*

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If Borrower makes these payments directly, Borrower shall promptly, upon demand, recoup his evidentiary filing fee primarily.

4. **Charges; Liens;** Borrower shall pay all taxes, assessments, charges, liens and impositions arising out of the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts due to be paid under this paragraph.

3. **Application of Payments.** Unless otherwise provided 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 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 Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender to the acquisition of auto Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, prior to the acquisition of auto property, shall apply any Funds held by Lender in the time of acquisition or sale as a credit against the sums required by

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall accounit to Borrower for the excess. Funds in excess will be remitted to Leander within 30 days of application. If the amount of the Funds held by Leander at any time is not sufficient to pay the Escrow items when due, Leander may so notify Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, in Leander's sole discretion.

The Funds shall be held in an escutcheon whose depositors are insured by the Federal Deposit Insurance Corporation, or in any Federal Home Loan Bank. Lender shall supply the Funds to pay the Escrow items, Lender may not charge Board or for holding and applying the Funds, usually insuring the Escrow items, Lender is such as necessary to pay the Funds and application of the Funds, or Escrow items, unless Lender plays Borrower interest on the Funds and application of the Funds to make such payment. However, Lender may require payment of the Funds and application of the Funds to make such payment. Moreover, Lender may require payment of the Funds and application of the Funds to make such payment. In addition, Lender may require payment of the Funds and application of the Funds to make such payment. Furthermore, Lender may require payment of the Funds and application of the Funds to make such payment. Additionally, Lender may require payment of the Funds and application of the Funds to make such payment. Finally, Lender may require payment of the Funds and application of the Funds to make such payment.

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.

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

BORROWER COVENANTS that Borrower is lawfully entitled to the estate hereby conveyed and has the right to mortgage,
and convey the Property and certain fixtures thereon, except for encumbrances of record. Borrower warrants
that all such conveyances will be made in accordance with the laws of the State of New York.
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
applicability to the particular state where it is executed, subject to all applicable laws.

1.0 CFIH-HER 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 Agreement. All of the foregoing is reflected in this Security Instrument as the "Property".

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5. Hazards 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.

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 ceasing 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 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

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

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15. Governing Law: 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 or clause of this Security instrument or clause of this Note is held invalid or unenforceable under applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To the extent the provisions of this Security instrument and the Note are declared

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless otherwise specified below in this Security Instrument and shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

prepayment under the Note.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a rate which sets maximum loan charges, and that law is finally interpreted so that the interests or other loan charges collected or to be collected in connection 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 limits; and (b) any sums already collected from Borrower which exceed 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 it refund reduces principal, the reduction will be treated as a partial prepayment without any fee.

12. **Accessories and Assigments**: Joint and Several Liability: Co-signers. The co-signers and assignees of this Security instrument shall bind and personally answer for all obligations of the Lender and Borrower under this Security instrument and any agreements or arrangements made by them with respect to the terms of this Security instrument or the Note. Without loss of generality, the co-signers and assignees of this Security instrument shall be liable to the Lender and Borrower jointly and severally for all obligations of the Lender and Borrower under this Security instrument and any agreements or arrangements made by them with respect to the terms of this Security instrument or the Note.

11. Borrower Not Releases; Foreclosures; Vacate; Lender Not A Vacate, Extension of the time for payment or modification of a amortization of the summa 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 successor in interest of Borrower shall not commence proceedings against any successor in interest of Lender to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument made by the original Borrower or Borrower's successors in interest. Any foreclosure by Lender in exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 paragraph 1 and 2 of changes the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct of the business
isoward 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 the proceeds, at its option, either to restoration or repair of the Property or to the sum
secured by this Security Instrument, whether or not then due.

be applied to the sums received by this Society instantaneously whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be apportioned to the units occupied by this Security System.

Borrower notices at the time of or prior to an inspection specifically reasonable cause for the inspection.

payments may no longer be required, at the option of Lender, if mortgagor insures coverage (in the amount and for the period that Lender requires) provided 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 insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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.

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Form 3014 9/90
Page 6 of 8
www.EFHILL.com
This instrument was prepared by: TERRI INIGUEZ

Notary Public, State of Illinois
MARILYN L. HAYES
Notary Public
CHICAGO, IL

My Commission Expires Jan 9, 1995

Given under my hand and official seal, this 28th day of February, 1994
Signed and delivered the said instrument as THEIR 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)

LAWRENCE A. PETTRONE and JULIENNE M. PETTRONE, HUSBAND AND WIFE

" Notary Public in and for said county and state do hereby certify
County as:

LAWRENCE A. PETTRONE and JULIENNE M. PETTRONE, HUSBAND AND WIFE
STATE OF ILLINOIS, COOK COUNTY, ILLINOIS
Marilyn L. Hayes
Notary Public
CHICAGO, IL

Borrower
(Seal)

Borrower
(Seal)

JULIENNE M. PETTRONE, HUSBAND AND WIFE
X (Signature)
(Seal)

Borrower
(Seal)

Wittnesses:
in my ride(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

- Check applicable box(es)
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Graduate Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
- V.A. Rider
Ballroom Rider

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

OAK BROOK, ILLINOIS 60521
600 ENTERPRISE DRIVE, STE. 206
UNITED FINANCIAL MORTGAGE CORP.
RECORD AND RETURN TO:

2019 RELEASE UNDER E.O. 14176