

# UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

95831065

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

LOAN # 7358571

DEPT 61 RECORDING \$31.50  
T\$16009 TRAN 9976 12/01/95 13:13:00  
\$5405 + RH \*-95-831065  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

B13

THIS MORTGAGE ("Security Instrument") is given on November 24th, 1995 . The mortgagor is CAROL A. STUPUPPA, F/K/A CAROL A. BEGI, A/K/A CAROL A. MOTTY, MARRIED TO ANDREW C. STRUPPA,

("Borrower"). This Security Instrument is given to MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 1901 S. MEYERS RD. SUITE 300 OAKBROOK TERRACE, IL. 60181

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

CNE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY & 00/100 Dollars (U.S. \$ 101,250.00 ). 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 December 1, 2025 . 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 TAX ID #: 06-26-107-028 VOL. 061 COOK County, Illinois:

LOT 280 IN WOODLAND HEIGHTS UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 23, AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JANUARY 17, 1958 AS DOCUMENT NO. 17112595, IN COOK COUNTY, ILLINOIS.

4190425 G.T.Cm

which has the address of 918 S. PARK BLVD. STREAMWOOD [Street, City],  
Illinois 60108 (Zip Code) ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91  
VMP MORTGAGE FORMS - (800)521-7291



7358571

~6R(1L) (905)

990 10004

06/6 TIME 00:00:00

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

- (a) Agrees in writing to die payment of the obligation secured by the lien in a manner acceptable to Lender;
- (b) Contests in good faith the lien by, or delivers a sufficient counterclaim 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 to pay the amount of the debt to Lender in full, or to take other steps to protect Lender's interest in the lien.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lexis under Paragraph 1 and 2 shall be applied first, to any prepayment charges due under this Note; second, to amounts paid under Paragraph 2; and last, to principal charges, if any, as provided above.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for those amounts, the Funds held by Lender exceeding the amounts permitted to be held by applicable law, plus interest thereon at the rate of twelve percent (12%) per annum, from the date such amounts were so held by Lender until paid to Borrower.

The Funds 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 Borrower interest may not charge the Funds, annually, separately from holding and applying the escrow account, or separately from the escrow and applicable law permits Lender to make such a charge. The Borrower pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge 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 Lender to be paid, Lender shall not be entitled to pay. Borrower may interest or camouflages on the Funds. Lender may agree to 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 deposit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

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 instrument as a lien on the property; (b) yearly leschold 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 windage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Brokerage". 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 loan may receive 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 otherwise law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may accumulate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Brokerage items or

1. Payment of Principal and Interest Prepayments and Late Charges. Borrower shall promptly pay when due the principal of all loans held by the Creditors and any prepayments and late charges due under Note.

**UNIFORM COVRNANTS, BARRIERS AND LENDER COVERAGE AND AGREEMENT AS FOLLOWS:**

**BORROWER GOVERNANTS** shall Borrower is lawfully pleased of the estate hereby conveyed and has the right to manage, govern and control the Property as unencumbered, except for encumbrances of record. Borrower warrants and certifies generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower waives and relinquishes all right to inspect or examine the Property or any part thereof at any time.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all encroachments, appurtenances, and fixtures now or hereafter a part of the property; all replacements and additions shall also be covered by this Security instrument.

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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.

**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 (or) good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable 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

Form 3014 9/90

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(3) Governing Law: This Security Interest 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 Note purports to be contrary to the applicable law, such conflict shall not affect other provisions of this Security Interest or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Interest and the Note are declared to be superseded.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing to Borrower, unless otherwise specified in this instrument, or by mailing to Borrower at the address set forth in the first paragraph of this instrument.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced to Borrower's benefit. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. Successors and Assigns Bound; Joint and Several Liability: Covenants, 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 this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone by this Security interest, whether or not due.

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this instrument shall be reduced by the amount of the proceeds withheld by the following fraction: (a) the total amount of Security interest shall be reduced by the amount of the proceeds withheld by the following fraction: (a) the total amount of the sums secured 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this instrument shall be reduced by the amount of the proceeds withheld by the following fraction: (a) the total amount of the sums secured before the taking, divided by (b) the fair market value of the Property immediately before the taking.

10. **Commemoration.** 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

<sup>2</sup> See also the discussion of the role of an institution-specific cause for the mismatch.

**9. Reservation.** Lessee reserves the right to make reservations upon and inspections of the Premises, lessor shall give

payments: may no longer be required, at the option of Lender, if insurance coverage (in the amount and for the period permitted by law) no longer exists between Borrower and Lender or if insurance coverage is no longer available to Lender.

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

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 ten 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.

Form 3014 9/90

Initials: \_\_\_\_\_

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7358571  
Form 3504 9/99

TO MAIL

OAKBROOK TERRACE, IL 60181

1901 SOUTHLY MEMBERS ROAD, SUITE 300

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Form 3504 9/99

RECORD AND RETURN TO: MIDWEST MORTGAGE SERVICES, INC.  
THIS INSTRUMENT WAS PREPARED BY FORMMASTER EXCLUSIVELY FOR PARTNER

NOTARY PUBLIC, STATE OF ILLINOIS

SUSAN M. GRALI

OFFICIAL SEAL

MY COMMISSION SIGNATURE

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS

DAY OF

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT

SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPROVED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)

COURT OF COMMON PLEAS AND CHANCERY AND THE WITNESS

AND FURTHER -  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT  
AND FURTHER -  
(Seal)

County ss:

COO

Borrower  
(Seal)

ANDREW C. STRUPPA

Borrower  
(Seal)

ANDREW C. STRUPPA IS EXECUTING THIS MORTGAGE SOLIDLY FOR THE PURPOSE OF MAINTAINING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.  
CAROL A. K/A CAROL A. MOTTI AS  
WITNESSES:

BY SIGNED BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY DEED(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Credit Union Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Rate Imprecision Rider
  - Second House Rider
  - Other(s) (Specify)

2A. RIDERS TO THIS SECURITY INSTRUMENT. [If one or more riders are executed by Borrower and recorded together with this security instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement this coverage instrument as if the rider(s) were a part of this security instrument.]

23. WAIVER OF HOMESTEAD. BORROWER WAIVES ALL RIGHT OF HOMESTEAD EXEMPTION IN THE PROPERTY.

WITHOUT CHARGE TO BORROWER, BORROWER SHALL PAY ANY RECORDATION COSTS.

22. RELEASE. UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY INSTRUMENT

ILLINOIS  
PROPERTY OF COOK COUNTY CLERK'S OFFICE