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49264 CIG W-25-235997
COOK COUNTY REC'DER

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LOAN NO.: 000-11834-0

BOX 404

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

MARCH 20, 1995

The mortgagor is

FLORENCIO NERTI, AND, CLEOPATRA B. NERTI, HIS WIFE

("Borrower"). This Security Instrument is given to

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

REC'D.

which is organized and existing under the laws of United States of America, and whose address is

3525 WEST 63RD STREET, CHICAGO IL 60629 ("Lender"). Borrower owes Lender the principal sum of

DUE HUNDRED THIRTY FOUR THOUSAND AND NO/100 Dollars (U.S. \$ 134,000.00).
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 APRIL 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 COOK County, Illinois:

LOT 2 IN MIROBALLI'S STEEPLE HILL, BEING A SUBDIVISION OF THE
SOUTH 20 ACRES (EXCEPT THE EAST 589.97 FEET THEREOF) OF THE
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

31424518 ⑧

P.I.N.: 18-34-402-007
which has the address of 8618 STEEPLE HILL DRIVE HICKORY HILLS [Street, City],
Illinois 60457 [Zip Code]
("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP GR(IL) (9212)

Form 3014 9/90

Amended 6/91

VMP MORTGAGE FORMS - (312)293-8100 - (800)621-7201



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

14. Notes. 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 applicable law requires use of another method. The notice shall be directed to the Property Address of 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.

Prepayment clause eligible under the NPA.

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 fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the principal may 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, then (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (c) any sums already collected from the borrower which exceeded permitted limits will be remitted to the permitted limit; and (d) any sums already collected from the borrower which exceeded permitted limits will be remitted to the borrower.

borrower's interest in the property under the terms of this security instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that I and any other borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument at the sole without the other party's consent.

12. Successors and Assigns **12.1** **Successors and Assigns** **12.1.1** **Successors and Assigns Transferability:** Co-signers, The co-signants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions outlined below.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 125% of the outstanding principal balance as of the prior date;

If the Property is damaged and owned by Borrower, or if, after notice by Borrower, fails to respond to Borrower's demand that the condenser offers to make immediate repairs to the damage, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum awarded or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given.

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the 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 apportioned to the sums secured by this Security instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument shall be paid to Lender.

Barrower notice at the time of or prior to an inspection specifying 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 an insurer approved by Lender against becoming available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss service, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

BORROWER COVENANTS that Borrower is lawfully seized 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another 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 estimate the amount of Funds due on the basis 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, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. 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 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 interest to be paid, Lender shall not be required to pay Borrower 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 this 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 amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items 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. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender 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 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.

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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien 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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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 in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Legendre does not have to do so.

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 for title or to enforce laws or regulations), then Lender may do and exercise all rights in the Property as if he were the owner thereof.

beashtold and the fee title shall not merge unless Lender agrees to the merger in writing;

6. Occupancy, Preservation, Maintenance and Protection of the Property; Loan Application; Lender's Rights.

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 Property allows the Property to deteriorate, or causes 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 then created by this Security instrument of Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 1c, by causing the action or proceeding to be dismissed with a final judgment in Lender's favor and determining the amount of damages suffered by Lender by this Security instrument or by the amount of the principal balance of the Note, whichever is less.

Property such as fixtures, chattel, and equipment held by Borrower under this Security instrument shall not be in default if any forfeiture of otherwise good faith judgment could result in forfeiture of the Property or otherwise materially impair the then created by this Security instrument of Lender's security interest. Borrower may repair or otherwise maintain the Property, 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 then created by this Security instrument of Lender's security interest. Borrower may impairment of the Note, whichever is less.

In addition, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or otherwise materially impair the then created by this Security instrument of Lender's security interest. Borrower shall also be in default if Lender's loan application process, gave materially false or incomplete information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan application process, or this Security instrument is on a loan application process, or the Note, in whole or in part, is evidenced by a promissory note or other instrument.

to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a loan application process, or the Note, in whole or in part, is evidenced by a promissory note or other instrument.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or replacement 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 needed to restore the property to its condition prior to the damage, whether or not then due. The 30-day period will begin when the notice is given.

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 the insurance carrier and Lender paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

5. Hazard or Property Insurance. Burrower 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 Landor requires insurance. This insurance shall be maintained in the amounts and for the periods of time required, for which Landor requires insurance. The insurance carrier chosen by Burrower shall be notified in writing of any change in the amount or period of time of the insurance, and Landor may require a copy of the policy or certificate of insurance at any time.

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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 or 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

HOME OWNERS CREDIT UNION, INC.
4062 SOUTHWEST HIGHWAY #100
THIS INSTRUMENT WAS PREPARED BY SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

NY COMMERCIAL EXPLORER 3-15-A1
NORTHERN PLATES, DEPT. OF REVENUE
COOK COUNTY

BERNARD B. KASH	NY COMMERCIAL EXPLORER 3-15-A1
DRAFTMAN'S SIGNATURE	CITY, STATE & ZIP CODE

Given under my hand at the day of , 1993
Signed and delivered the said instrument as THE TR
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 the Y
'personally known to me to be the same person(s) whose name(s)

ELORENCIO NERI, AND CLEOPATRA B. NERI, HIS WIFE

, A Notary Public in and for said county and state do hereby certify
STATE OF ILLINOIS, 13, A.D. 1993
CLERK COUNTY, (Seal)

Borrower
(Seal)

Borrower
(Seal)

CLEOPATRA B. NERI
(Seal)

Borrower
(Seal)

ELURENCIO NERI
(Seal)

Borrower
(Seal)

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

Witnesses:

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

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

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