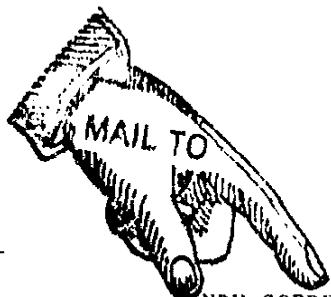


# UNOFFICIAL COPY

96643602



Prepared by: CINDY SORRELLS  
CITIZENS MORTGAGE CORPORATION  
900 CIRCLE 75 PARKWAY, SUITE 1500  
ATLANTA, GA 30339

- DEPT-01 RECORDING \$33.50
- T#0014 TRAN 8203 08/22/96 13:20:00
- #1289 + JW #-96-643602
- COOK COUNTY RECORDER

## MORTGAGE

3350  
m

THIS MORTGAGE ("Security Instrument") is given on JULY 31, 1996

. The mortgagor is

PETER P. DOTTO AND PANONA H. DOTTO

("Borrower"). This Security Instrument is given to CITIZENS MORTGAGE CORPORATION

which is organized and existing under the laws of GEORGIA  
address is 900 CIRCLE 75 PARKWAY SUITE 1500  
ATLANTA, GA 30339

, and whose  
("Lender"). Borrower owes Lender the principal sum of

SEVENTY SEVEN THOUSAND AND NO/100

Dollars (U.S. \$ 77,000.00 ).

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 AUGUST 1, 2026.  
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:

96643602

which has the address of

14536 SPAULDING

MIDLOTHIAN

[Street, City].

Illinois 60445

[Zip Code] ("Property Address");

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

Initials:  VMP-2006(IL) 199021



Printed on Recycled Paper

Page 1 of 8

VMP MORTGAGE FORMS (800)521-7291



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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) consents in good faith the lien is subordinate 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 affect over

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

4. **Charges:** Lenders, Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attach priorly over this Security Instrument, and lesachold paym ents 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 personally furnish to Lender all notices of amounts to be paid under this agreement to the person owed payment.

third, 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 [ ] under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

(Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under paragraph 21, 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.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder at any time is not sufficient to pay the Escrow Lenses when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lennder's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a Federal agency, insurmountability, or 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 prohibits it from doing so.

Broker letters or otherwise in accordance with applicable law.

sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

Credited this, at my, [unclear] and joint funds in an amount not to exceed the maximum amount a member for a lending

(ii) any sums payable under this insurance by virtue of any claim made by the insured against the policyholder;

and assessments which may obtain 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

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 ("Friends") for (a) yearly taxes

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 justifying to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform instruments for national use and non-uniform instruments with limited general application against all claims and demands, subject to any encumbrances of record.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage  
great and convey the Property as unencumbered, except for encumbrances of record. Borrower warrant

fixtures now or hereafter a part of the property. All replacements and additons shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured 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 applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that 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 Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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 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 a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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8. **Motor Vehicle Insurance.** If Lender required nonmortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to

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

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 for at least one year 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 Lessee agrees to writing, which consent shall not be unreasonable withheld, or unless the date of occupancy, whether civil or criminal, is begun in Lessee's good faith judgment could result in forfeiture of the property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture of proceedings, whether civil or criminal, is begun in Lessee's good faith judgment to be resulting from a cause such as carelessness and negligence, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a judgment of less than \$500.00.

Property or otherwise materially impair the lien created by this Security instrument or Lessee's security interest. Borrower may repossess, in Lessee's good faith determination, precludes forfeiture of the Lessor's interest or other material impairment of the lien created by this Security instrument or Lessee's security interest, Borrower shall also be in default if Lessee's good faith determination, precludes forfeiture of the Lessor's security interest or other material impairment of 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 application, 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 lessee shall continue to occupy the Property as a principal residence; if this Security instrument is on a leasehold, Borrower shall continue to occupy the Property as a principal residence for the period specified in the lease.

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 sum secured by this Security instrument, whether or not there is 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, 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 there is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall make proof of loss if not made promptly by Borrower.

**5. Hazard of Property Insurance.** Borrower shall keep the insurance now existing or hereafter received 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 period specified above, to maintain coverage described above, Lender may, at Lender's request, require payment of premiums quarterly in advance, and Lender may, at Lender's option, require payment of premiums annually in advance. 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 request, require payment of premiums quarterly in advance, and Lender may, at Lender's option, require payment of premiums annually in advance. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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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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.

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.

[Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

VA Rider

Other(s) [specify]

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:

Peter P. Dotto by Ramona Dotto (Seal)  
PETER P. DOTTO -Borrower

RAMONA H. DOTTO (Seal)  
RAMONA H. DOTTO -Borrower

(Seal) (Seal)  
-Borrower -Borrower

STATE OF ILLINOIS,

I, *the undersigned*, *Cook* County ss:  
that *PETER P. & RAMONA H. DOTTO*, a Notary Public in and for said county and state do hereby certify

*PETER P. & RAMONA H. DOTTO*

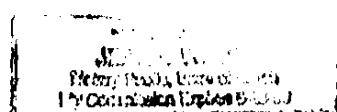
9/6 , personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *THERE* signed and delivered the said instrument as *THERE* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of

*Douglas J. Buckley*  
Notary Public

My Commission Expires:



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21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, ketosene, 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, award or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances made or Environmetal Law of which Borrower has actual knowledge. If Borrower and any Hazardous Substances made or Environmetal Law and removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

19. Sale of Note: Change of Lender. 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.

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have agreement of this Security Instrument 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 entitling this Security Instrument. Those conditions are that Borrower: (a) pays 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 conveyance or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to assure including, but not limited to, reasonable attorney fees; and (e) pays all expenses of attorney fees; less, if any, amounts received by Lender from Borrower in payment of sums due under this Security Instrument and the Note as if no acceleration had occurred; (f) pays all expenses of collection, including attorney fees, if any, incurred by Lender in collecting any sum due under this Security Instrument and the Note as if no acceleration had occurred; (g) pays all expenses of any other conveyance or agreement; and (h) pays all expenses of attorney fees, less, if any, amounts received by Lender from Borrower in payment of sums due under this Security Instrument and the Note as if no acceleration had occurred.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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.

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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State where it is executed or any other address I render 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.

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LOT 8 IN BLOCK 3 IN ARTHUR T. MCINTOSH COMPANY'S MIDLOTHIAN HOME GARDENS  
SUBDIVISION, IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP  
36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PERMANENT INDEX NO.: 28-11-220-020-0000

PROPERTY ADDRESS: 14536 South Spaulding Avenue, Midlothian, IL 60445

Property of Cook County Clerk's Office

96643602

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**ATTORNEYS' NATIONAL  
TITLE NETWORK**

Property of Cook County Clerk's Office

RECEIVED  
COOK COUNTY CLERK'S OFFICE

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