FORFIGE UNOFFICI TO: HOYNE SAVINGS BANK 4/86 N. MILWAUKEE AVE. CHICAGO, 1L 60630-3693 O OR BOX 297 96 SEP 13 PM 2: 00 96821573 COOK COUNTY RECORDER JESSE WHITE RECORDING 31.00 ROLLING MEADOWS MATI. 0.50 96700552 COOK COUNTY RECORDER JESSE WHITE (J) RECORDING HAIL 0.50 ROLLING MEADO! 18 96821573 Ŋ RE-RECORDED DOCUMENT (Seese Above Tale Line For Recording Octa) -MORTGAGE THIS MORTGAGE ("Security Instrument") is given of AUGUST 22ND

19 96 The mediagon is DOMINICK RALPH MARTICULE, A BACHELOR B 4786 North Milwauken Avenue - Chioago, lilingte 60000.

..... ("Borrower") This Security Instrument is given to HOYNE PAYINGS BANK

binder the laws of STATE OF LLUINOLS and whose address is Horrower ower Lender the principal sum of ONE. HUNDRED TWENTY TOUSE THOUSAND THREE HUNDRED AND 00/1007115 THE PRINCIPAL POLITICS \$ 123,300,90 ...). This will be evidenced by Herrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly sugments, with the full debt, if not paid earlier, the and payable on OCTOBER 12, 2001. This Security Instrument secures to Londer. (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. I to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements tinder for Security Instrument and the Note. For this purpose, florrower does hereby mortugue, grant and convey to Lender the following described prop-...... Casusty, Illinois:

"AND DOMENIAK F. MARTELLI AND KATHLEEN M. MARTELLI, HWF

LOT 10 IN CASTLEFORD UNIT NO. 1. BEING A RESUBDIVISION OF PARTS OF HOWIE IN THE HILLS UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHWEST & AND THE NORTHEAST & OF SECTION 19, TOWNSHIP 42 NORTH, RANGE ID EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF OF RESUBDIVISION RECORDED JUNE 10, 1986 AS DOCUMENT NUMBER 85233709, IN COOK COUNTY, ILLINOIS.

This mortgage being Re-Recorded to correct Lat Number.

which t	has the address of	4546 OPAL 9670	10552 HOEFMAN ESTATES.
		(Micoco)	[f*idy]
	60106		00001579

Illinois N. 1. 7.2.... ("Property Address"); (Zip Code)

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Form 3014 NOS (page 1 of 6 pages)

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TOORTHER WITH at the improvemental now or hereafter arrested on the property, and all casements, appunenances, 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 seised 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. Borrows: watersts 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-omform covenants with busited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIPORM COVENANTS. Borrowet and Lender covenant and agree as follows

1. Payment of Principal and Interest; Prepayment and Late Charges. Iterrower 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, Berrower 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 ben on the Property, (b) yearly leasohold payments or ground tents 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 B, in her of the payment of mortgage insurance premiums. These items are called "Excrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender to a federally related mortgage foun may require for Borrower's excross account under the federal Real listate Suttlement Procedures. Act of 1974 as amended from time to time, 12 U.S.C. § 2601 or seq. ("RI SPA.), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold bunds 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 inture become items in otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are unsured by a federal agency institutionally or entity tinchiding Lender, if Lender is such an institution) or in any frederal Home Loan Bank. Lender shall apply the Lunds to pay the factors being not charge for over for holding and applying the Funds, annually analyzing the excount, or verifying the factors being and expert for holding and applying the Funds, annually analyzing the excount to make made a charge. However, Lender may appare Borrower to pay a one time charge for its independent real estate tax reporting service used by Lender in connection with this town, unless applicable has provides otherwise. Unless in aprecinent is made or applicable has requires interest to be paid, render shall not be required to pay borrower any interest or extrumps on the Burds. Burrower and Lender may agree in writing, however, that interest shall be paid on the Eurols. Lender shall give to Burrower, without charge, an annual accomming of the Funds, showing credits and debuts to the Lunds and the purpose for which each debut to the Funds was made. The Funds are pledged as additional security for all some secured by this Security Instrument.

If the Funds held by Lender exceed the anisonsts permitted to be 20% by applicable law, Lender shell account to licenower 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 satisficient to pay the Excrow licins when due, Lender may so notly thorrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Porrower 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 Furds held by Londer. It, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquirition 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 paymen's re-cised by Lender under paragraphs 1 and 2 shall be applied trist, to any prepayment charges due under the Note, second, to accounts pasable under paragraph 3, third, to interest due, fourth, to principal due, and fast, to any late charges due under the Note.

4. Charges: Liens. Horrower shall pay all taxes, assessments, charges, times and impositiones to bushin to the Property which may attem priority over this Security Instrument, and leasehold payments or ground reals, really. 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 format to be detected amounts to be paid under this paragraph. It florrower makes these payments directly, florrower shall promptly formative bander receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument orders Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a minner acceptable to Lender, does ontests 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 aniorcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to I ender 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 hen. Borrower shall eatisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter effected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other barards, including fluods or fluoding, for which Earster requires insurance. This materials shall be maintained in the amounts and

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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 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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured 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 affers to make an award a seitle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is pullorized 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 Leader 2, d. Jorrower 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. Land 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment of 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. Easy forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right in remedy.
- 12. Successors and Assigns Bound; Join and Neveral Liability; Co-signers—The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower; inbject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument only to mortgage; yearn 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, mostly, torbear or make any accommodations with repairly 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 boan 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 shift be refused by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Horrower which exceeded permitted limits will be refused 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. It is refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any nonce to florrower provided for in this Security Instrument shall be risen by delivering it in toy making 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, fiall be given by first class mail to Lender's address stated herein or any other address Lender designates by natice to Birrower. Any notice provided for in this Security lastrument shall be deemed to have been given to Horrower or Lender when poven as provided in this paragraph.
- 15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the provision in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note contlicts with 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. Fo this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Burrower'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. It 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 munediate 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, Londer 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 insided within which Borrower must pay all sums secured

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander'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 allall have the right to hold the policies and renewals. If Lender requires, Burrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Burrower 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 immediater; p for to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leuseholds. 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 prescripal 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 extensions 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 other wise materially impair the lien created by this Security Instrument of Loudet'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 Briefer's good faith determination, precludes confecture 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, Berrower shall comply with all the provisions of the lease If Borrower acquires fee title to the Property, the leasehold and the Lee atle 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 Docover 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 Ferrower requesting

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8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Horrower 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 atternate mortgage insurance by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each momb a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the casutance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in licu 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.

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Now Processes and sures to the terms and covenants contained in this Security Institutions

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Sommick & Martette (SE)	DOMINICK RALPH MARTELLI	(Sca Borrowe
DOMINICK F. MARTELLI-Borrower	VATUUEEN M. MANNELLI	(Sea Borrowe
[Space Below This	: Line For Asknowledgment]	····
STATE OF COOK SS: COUNTY OF COOK SS: COUNTY OF COOK WIRE AND AND OMINICK RALPH MARTELLI, A BACHELL and a knowledged said instrument to THEIR, free and volpurposes and uses therein set forth. Witness my hand and official annihis. My Commission Expires: 1 2 00 This instrument was prepared by MARLENE, GIRYLO. ***COOK SS: COOK SS: COO	informed of the contents of the foregoing instrument, have executed and deed and that. THEY, executed said instrument, have executed said instrument, have executed said instrument. Notary Public OFFICIAL SEAL RRVIN L. WIEMANN Notary Public, State of illing	before a uted seme ent for the (SBA)

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by this S is irrity Instrument. If Borrower fails to pay these sums prior to the expression of this period, Lender may invoke any remain a permitted by this Security Instrument without further notice or demand on Borrower

Berrower's Right to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcenses of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicing a law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security to drument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays to oder all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred: (c) 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 summers and the obligations secured by small remain fully effective as if to acceleration had occurred. However, this right to be right to be case of acceleration under paragraph 17.

Instrument is a 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 in the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also not be one in more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Service is Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notes will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notes a will also contain any other information required by applicable law.

is. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any H aurdous 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 ray Environmental Law. The preceding two sentences shall not apply to the presence, use, in a orage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to no. and residential uses and to maintenance of the Property.

Sorrower shall promptly give Lender written notice of any investigation, claim, demand, lawsout or other action by any symmetrial or regulatory agency or private party involving the Property and any Hazardous Substance or Envisormental Law of which Borrower has actual howledge. 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.

Bore ser shall promptly take all necessary remedial expons in accordance with Environmental Law

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

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

21. Acceleration; Remedies, Lender shall give notice to Borrower police to acceleration following Borrower's breaks 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 care the delignet; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be larted; and (d) that failure to cure the default on or before the date specified in the safete may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and safe of the Property. The notice shall faith non-existence of a default or any other defense of Borrower to acceleration and oreclosure. If the default is the curred on or before the date specified in the notice, Lender at its option may require immediate payment in full of any sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by indicial 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

First carrient 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 a disapplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [vis.zk applicable box(es)]

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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 Hame Rider
Other(s) [specify]		96700552