

UNOFFICIAL COPY

RECORD AND RETURN TO:
REVERE MORTGAGE, LTD.

5 REVERE DRIVE-SUITE 100
NORTHBROOK, ILLINOIS 60062

97704871

Prepared by:
VICKI SUDMAN
NORTHBROOK, IL 60062

383256

• DEPT-01 RECORDING \$31.00
• T#0012 TRAN 6789 09/24/97 11:35:00
• \$3105 & CG #97-704871
• COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 8, 1997 . The mortgagor is
PETER M. COOKE
AND ANNETTE MAMBUCA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
REVERE MORTGAGE, LTD.

which is organized and existing under the laws of THE STATE OF ILLINOIS . and whose
address is 5 REVERE DRIVE-SUITE 100
NORTHBROOK, ILLINOIS 60062
ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 175,000.00).
(Lender"). Borrower owes Lender the principal sum of

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 OCTOBER 1, 2027 .
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 20 IN BLOCK 14 IN W.F. KAISER AND COMPANY'S ARCADIA TERRACE
BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE
WEST 33 FEET THEREOF) AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF
SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-01-413-017

Parcel ID #:

which has the address of 5807 NORTH MAPLEWOOD AVENUE , CHICAGO
Illinois 60659 (Street, City).

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 8/98

Page 1 of 8

VMP MORTGAGE FORMS 18001621 7281

DPS 1039

BOX 333-CT

UNOFFICIAL COPY

Form 3014 9/90

Page 2 of 6

Form 3014 9/90

Borrower shall pay monthly installments of the principal amount of the Note plus interest thereon at a rate which may fluctuate quarterly by the Lender determined by the Note or (c) occurs from the time the Lender acquires title to the Property to the date of the Note in accordance with the terms of the Note.

If Borrower makes timely payment pursuant to Lender's acceptance of payment by the Borrower under this Note, then the Lender shall pay all amounts due to the Lender under this Note, to the extent of the amount paid by the Borrower under this Note.

a. Changes: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property due, to Lender, to pay itself, to any late charges due under this Note.

b. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts due under paragraph 2;

c. Security Interest: Funds held by Lender shall be used to pay any amounts secured by this Note.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any unused monthly payment made by Lender under this Note.

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, Lender shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds are pledged as additional security, or all sums secured by this Security instrument deposit to the Funds, however, shall not be paid on the Funds and the purpose for which each deposit may be in writing, however, that it will not be required to pay Borrower any interest or earnings on the Funds.

Ecclesiasticus law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this Note, unless such law provides otherwise. Lender may require payment of a charge. However, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such payment the Ecclesiasticus law requires Lender to pay a one-time charge for an independent real estate tax reporting service or holding and applying the Funds, usually analyzing the cost of the Note, or including Lender in such a charge, if Lender is kept in the Note, unless Lender shall apply the same to pay the Funds to pay the Note.

The Funds shall be held in an escrow account by a federal agency, or entity.

Ecclesiasticus law requires the transfer of Funds due on the basis of current data and reasonable estimates of expenditures of future Lender may estimate the amount of funds to be held by Lender, or any sum, to exceed the lesser amount, unless a lesser amount. If so, Lender may collect and hold Funds in an amount not to exceed the lesser amount 1974 to be exceeded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless sooner than five days to the Funds related to any mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, or any other law, to the payment of monthly insurance premiums. These items are called "Ecclesiasticus items". The provisions of paragraph 8, in lieu of the payment of monthly insurance premiums, if any, shall apply to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly escrowage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums; (g) yearly loss of payee.

2. Funds for Taxes and Insurance: Subject to applicable insurance premiums, Lender shall pay to the Note holder the Note and late charges due under the Note.

1. Payment of Principal and Interest: Payment of principal and late charges due under the Note.

LINIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real 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 personally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on this property, All covenants and addendums shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

UNOFFICIAL COPY

3183256

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.

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 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 the 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

1780826
1780827

UNOFFICIAL COPY

3383256

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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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 attorney's 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

UNOFFICIAL COPY

DPS 1094

Page 6 of 6

Form 3014 8/90

NOTARY PUBLIC, STATE OF ILLINOIS
MAY COMMISSION EXPIRES 05/29/01
VICTORIA SUSHAN
OFFICIAL SEAL.

Nursing Home
874 day of September 1997

Gives under my hand and official seal, this
signed and delivered the said instrument as
described in the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
personally known to me to be the same persons whom(s) whose names are(s) subscribed thereto.

PETER H. COOKE AND ANNETTE MAMBUCA, HUSBAND AND WIFE

This, the undersigned, County of Cook, Notary Public in and for said County and State do hereby certify

STATE OF ILLINOIS, COOK

Borrower

(Seal)

- Check applicable box(es):
- | | | |
|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Grandfathered Payment Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Principal Rider | <input type="checkbox"/> Ballroom Rider |
| <input type="checkbox"/> Biweekly Principal Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Principal Rider | <input type="checkbox"/> Other(s) [Specify] |

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, all the conventions and agreements of each such rider shall be incorporated into and applied to this Security instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Waiver to Borrower. Borrower shall pay any recording costs.

24. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower.

25. Indulgence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums

owed Borrower of the right to repossess or any other right to repossess after repossession by judgment or decree of a court of law or arbitration, Lender, at its option, may require immediate payment in full of all sums