

# UNOFFICIAL COPY

97949139

RECORD AND RETURN TO:  
SMART MORTGAGE ACCESS L.L.C.

835 STERLING AVENUE, SUITE 230  
PALATINE, ILLINOIS 60067

Prepared by:  
WENDY S. ORT

DEPT-01 RECORDING \$33.50  
T400009 TRAN 0745 12/17/97 10:00:00  
42238 + CG \*-97-949139  
COOK COUNTY RECORDER

6583730

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 15, 1997  
JOSEPH F. COLANTONIO, ~~WIDOW~~ DIVORCED AND NOT SINCE REMARRIED  
AND MARY L. COLANTONIO, ~~WIDOW~~ DIVORCED AND NOT SINCE REMARRIED *J.F. m/c*

("Borrower"). This Security Instrument is given to  
SMART MORTGAGE ACCESS L.L.C.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 835 STERLING AVENUE, SUITE 230  
PALATINE, ILLINOIS 60067 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 125,000.00 ).

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 JANUARY 1, 2028  
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 12051 IN WEATHERSFIELD UNIT 12, BEING A SUBDIVISION IN THE  
NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

07-29-112-020

Parcel ID #:

which has the address of 419 WESTOVER LANE , SCHAUMBURG

(Street, City).

Illinois 60193 [Zip Code] ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Instrument 9/90 Amended 8/96

GR(IL) 9608

*m/c*

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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

If Bortzweiler makes these payments directly, Bortzweiler shall promptly furnish to Leader notices of amounts to be paid under this paragraph.

4. **Charges:** Lessor, Borrower shall pay all taxes, assessments, charges, rates and impositions whatsoever to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in the manner, Borrower shall pay them on the date directly following and so remain valid forever. Borrower shall personally furnish to Lessor all notices of amounts due to be paid under this instrument.

should, to whatever due caution, to practical duty; and last, to my late charges as under the Note.

3. Applications of Pyramids. 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;

of our property, until fully my parts paid by law, or in case of nonpayment of any of the debts due me by this Secuity instrument.

twelve monthly payments, as Leader's sole discretion.

Issue is not sufficient to pay the Electricity bills when due, Landlord may so notify, Borrower in writing, and, in such case Borrower shall pay to Landlord the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, and Lender may deduct any sum received by him from Security deposited.

need by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made on the Pledge, application law requires Lender to pay Borrower any interest or earnings on the Pledge.

verifying the Bearer's identity, unless a leader pays his/her interlocutor for a service or applies for a loan, usually using his/her account; or, however, leaders may not charge for an independent real estate tax reporting service.

The Funds shall be held in an account whose deposits are insured by a federal agency, institutionally, or individually, or including under the Federal Home Loan Bank Law.

Under my estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

1974 as measured from dime, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Fund sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Recrow Items."

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

2. Reasons for Taxes and Incentives: Suggest to propose a law of 10% within waiver by transfer, however, transfer by transfer, and assessments which may affect security instruments as a lien on the property; (b) yearly leasehold payments over the Note, until the Note is paid in full, a sum ("Pounds") for: (a) yearly taxes

1. Payment of Premium 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.

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

THIS SECURITY INSTRUMENT combines uniform conveniences for national use and non-uniform conveniences with little and will defend generally the title to the property against all claims and demands, subject to any encumbrances or record.

anywhere now or hereafter a part of the property. All repossessions and addititions 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

 Initials: m/c

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3. Mortgagor's Representations. If Lender requires mortgagor to execute as a condition of making the loan secured by the Security instrument, Borrower shall pay the premium required to insure the mortgagee coverage required by Lender subject to cease to be in effect, Borrower shall pay the premium required to insure the mortgagee coverage required by Lender.

Any amounts disbursed by Leader under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Leader 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 Leader to Borrower requesting

7. Protection of Leader's Rights in the Property. If Bottower fails to perform the covenants as set forth above, Lender may take action under this paragraph to recover attorney's fees and attorneying on the Property to make repairs. Although Lender may take action under this paragraph to recover attorney's fees and attorneying on the Property to make repairs, Lender may take action under this paragraph to recover attorney's fees and attorneying on the Property to make repairs.

Unless Lessee 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 Lessee's security is not released. If the restoration or repair is not economically feasible or Lessee's security would be released, the insurance proceeds shall be applied to the same purpose as set forth in Section 21 of this Agreement.

All insurance policies and renewals shall be acceptable to Leader and shall include a standard mortgage clause. Leader and Borrower shall give prompt notices to the insurance carrier and Leader.

more of the actions set forth above within 10 days of the giving of notice.

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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

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, ketosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, 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, lawsuit or other action by any government agency or private party involving the Property and any Hazardous Substances Subsistent or released thereon or thereunder or any other remedial action in accordance with Environmental Law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any small quantities of Hazardous Substances that are generally recognized to be appropiate to normal storage or handling in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropiate to normal storage or handling in violation of any Environmental Law.

19. Sale of Note; Change 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. In either case, the new servicer will be responsible for the new address and the address to which payments should be made. The notice will also contain any other 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 necessary to effect the change.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have all 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 7.

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 law.

*Secularism is a political philosophy that advocates the separation of state and religion.*

16. Borrower's Copy. Borrower shall be given one colorformed 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 instrument, and interest thereon from the date of the transfer at the rate of interest provided in the Note.

Given these results without the communication provisions, it is clear that the parties can easily outwit each other.

Leender's address a stated herein or any other address Leender designs by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Leender when given as provided in this paragraph.

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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
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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:

*Joseph F. Colantonio*  
JOSEPH F. COLANTONIO

(Seal)

-Borrower

*Mary L. Colantonio*  
MARY L. COLANTONIO

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

COOK

I, *The undersigned*,  
that

JOSEPH F. COLANTONIO, *HUNTERMANICK* both divorced & not since remarried

MARY L. COLANTONIO, *WEEK*

*J.F.C. MLC*

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

15

day of

Dec. 1997

Diane Brinse

Notary Public

Diane C. Brinse  
Notary Public, State of Illinois  
My Commission Expires 4/20/99

My Commission Expires:

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## RIDER - LEGAL DESCRIPTION

LOT 12051 IN WEATHERSFIELD UNIT 12, BEING A SUBDIVISION IN THE  
NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP  
41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY,  
ILLINOIS, ON AUGUST 21, 1967 AS DOCUMENT 20234745 IN COOK COUNTY,  
ILLINOIS.

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