

UNOFFICIAL COPY

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9956/0069 D3 001 Page 1 of 6
1998-09-16 09:25:24
Cook County Recorder 31.00

AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORP.
1020 31ST STREET
SUITE 300
DOWNERS GROVE, IL
60515

LOAN NO.36107

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 9, 1998
ANTHONY F. PALERMO AND SHERYL A. PALERMO, HIS WIFE

The mortgagor is

("Borrower").

This Security Instrument is given to MIDWEST FUNDING CORPORATION
AN ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS
address is 1020 31ST STREET, SUITE 300, DOWNERS GROVE, IL 60515
Borrower owes Lender the principal sum of Ninety Thousand Dollars and no/100

, and whose
("Lender").

Dollars (U.S. \$ 90,000.00)

), 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 October 1, 2013
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 15 AND 16 IN BLOCK 21 IN HENRY ULLRICH'S PIONEER ADDITION TO MELROSE PARK, BEING A SUBDIVISION
OF BLOCKS 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, AND 34 ALL IN S.R. HAVEN'S
ORIGINAL SUBDIVISION OF LOT 2 IN SOUTH 1/2 OF SECTION 3 AND THAT PART OF SECTION 10, LYING NORTH OF
THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY'S RIGHT OF WAY, ALL IN TOWNSHIP 39 NORTH, RANGE
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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SP af

Tax I.D. #: 15-03-434-011-0000 XX034340120000
which has the address of 1010 N. 11TH AVENUE, MELROSE PARK
[Street] [City]
Illinois 60160 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also
be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the
"Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the
right to mortgage, grant and convey the Property and that the Property is unencumbered, except for
encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims
and demands, subject to any encumbrances of record.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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FORM 3014
9/90

08/07/2025

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THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions by individual action to constitute a uniform security instrument covering real property.

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mortgage insurance coverage (in the amount and for the periods 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets a 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 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

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LITIGATION-SINGLE FAMILY-FINNA/FLINIC UNIFORM INSTRUMENT

meantained in the amounts and for the periods that Lender requires. The insurance carrier providing the

All insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

If Borrower fails to make the insurance coverage described above, Lender may, at Lender's option, obtain coverage to

All insurance policies shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policy and renewals, if Lender requires, Borrower shall

promptly give to Lender all receipts of paid premiums and renewals, in the event of loss, Borrower shall

not repeat or the Property damaged, if the restoration or repair is economically feasible and Lender's security is not released. Lender shall be appalled to restore the Property or to pay sums secured by

the insurance proceeds shall be applied to the sum secured by Borrower, whether or not the sum paid to

unless Lender may use the proceeds to repair the damage to the Property or to change the

unless Lender agrees in writing, otherwise agrees in writing, which carries shall not be unreasonable

Applicant; lessees; lessees; lessors; and see the Property as Borrower's principal

otherwise agrees in writing, which carries shall not be unreasonable

or circumstances except where it is reasonable and proportionate to the acquisition of any

Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any

failure to repair the Property, whether civil or criminal, is begun after the date of occupancy, unless Lender

residencies within day 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

resides in tortious or proceeding, whether civil or criminal, impairs the intent of this Security instrument or

causing the action or proceeding to be delayed until a ruling that, in Lender's good faith determines

the Security instrument or the Borrower's interest in the Property, or other material impairment of the lien created by

predjudices resulting from the sale of the Property, Borrower shall not destroy, during the

the Security instrument or the Borrower's security interest, a ruling that, in Lender's good faith determines

causing the action or proceeding to be delayed until a ruling that, in Lender's good faith determines

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, "a may significantly affect

Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for a determination of ownership of

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 may include paying court costs, fees, attorney's fees and

attending on the Property to make repairs. Although Lender may take action under this paragraph, Lender

shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest,

upon notice from this Security instrument. Unless Borrower and Lender agrees to other terms of payment, these

secured by this Security instrument, Borrower shall pay the premiums required by Lender pursuant to the mortgage in

8. Mortgage Insurance. If Lender requires insurance as a condition of making the loan secured

by the Security instrument, Borrower shall pay the premiums required to obtain coverage subsequently equivalent to the cost of insurance to the car to Lender, if Lender

uses insurance previously in effect, at a cost substantially equivalent to the cost of the mortgage

Borrower shall pay the premiums required to obtain coverage subsequently equivalent to the mortgage in

equivalent to one-twelfth of the yearly mortgage premium being paid by Borrower when the insurance

qualifies mortgagage insurance is not available, Borrower shall pay to Lender each month a sum

in lieu of mortgage insurance. Lender may no longer be required, at the option of Lender, if

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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, 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
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 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:

Paul N. Clegg _____ (Seal)
ANTHONY F. PALERMO -Borrower

Anthony F. Palermo _____ (Seal)
SHERYL A. PALERMO -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

[Space Below This Line For Acknowledgment]
STATE OF ILLINOIS, _____ County ss: *(Signature)*
CHRIS BURKLOW, a Notary Public in and for said county and state do hereby
certify that ANTHONY F. PALERMO and SHERYL A. PALERMO, HIS WIFE

personally known to me to be the same person(s) whose name(s) 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 9th day of *September* 1998

CHRIS BURKLOW
Notary Public

My Commission expires:

This Instrument was prepared by:

CHRISTINA GOEBEL
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 300
DOWNERS GROVE, ILLINOIS 60515



