

# UNOFFICIAL COPY

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AFTER RECORDING MAIL TO:

BERKSHIRE MORTGAGE CORPORATION  
100 N. ELK ST.  
HINSDALE, IL 60521  
  
AP# PETEET-97C-7341  
LN# 1527364925

DEPT-HU RECORDING \$35.50  
T#0009 TRAN 0997 01/12/98 09:14:00  
\$3004 + CG \*-98-028530  
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 31, 1997 . The mortgagor is Robert L. Peteet and Elenia Peteet, His Wife

4234840 LP 2/3

("Borrower"). This Security Instrument is given to Berkshire Mortgage Corporation, A corporation existing under the laws of Illinois , which is organized and whose address is 901 North Elm, Hinsdale, IL 60521-3622 ("Lender"). Borrower owes Lender the principal sum of Fifty Six Thousand Two Hundred Fifty Dollars and no/100 (U.S. \$ 56,250.00 ). 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 February 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 19 IN TENINGA BROTHERS TENTH BELLEVUE ADDITION TO ROGELAND A RESUBDIVISION OF THE NORTH 1/2 OF LOT 52 (EXCEPT THE WEST 158 FEET THEREOF AND EXCEPT STREET) IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.#25-16-316-009-0000

which has the address of 10904 S. Emerald Avenue  
(Street)  
Illinois 60628 ("Property Address")  
(Zip Code)

Chicago  
(City)

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Form 3014 8/80

IS/C/MOTL//0186/3014(0880)-L Page 2 of 8

ILLINOIS SINGLE FAMILY-PNMA/FLINIC UNIFORM INSTRUMENT

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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. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

If the Funds were made, the Funds are pledged as additional security for all sums secured by the Security account holding of the Funds and debts to the Funds and the purpose for which each debt to the Fund is held shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual report showing any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, to pay Borrower any interest or earnings on the Funds. Lender shall not be required to make an agreement or arrangement with Lender in connection with this loan, unless acceptable law provides otherwise. However, Lender may require Borrower to pay a one-time charge; (c) an independent real estate tax auditor pays Borrower interest on the escrow account, or verifying the Escrow items, unless and applying the Funds, annually, usually before Borrower for holding bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall be held in an institution which Good faith is insured by a federal agency.

The Funds shall be held in accordance with the terms of the Escrow law.

expenditures of future Escrow items or otherwise in accordance with applicable law.

May estimate the amount of Funds due on the basis of current data and reasonable estimates of Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may demand from time to time, 12 U.S.C. § 2801 et seq. (REBPA), unless such collection applies to the Funds less a lesser amount, if so, maximum amount a Lender for a liability related mortgage loan may require for Borrower's Escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. (REBPA), unless such collection and hold Funds in an amount not to exceed the called Escrow items, Lender may, at any time, collect and hold Funds in accordance with the provisions of paragraph 8, in view of the payment of mortgage insurance premiums. These items are mortgage insurance premiums, if any, and (d) any sums payable by Borrower to Lender, in accordance with (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly insurance as a lien on the Property; (f) yearly taxes and assessments which may attach priority over the Security item, a sum ("Funds") for (g) yearly taxes and assessments which may attach priority over the Note is paid in full, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum for Taxes and insurance, subject to applicable law or to a written waiver by Lender, charges due under the Note.

1. **Form of Principal and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due, principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**LAW OF COVENANTS.** Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform property 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 generally 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 the property, and all assessments, appurtenances, and fixtures now or hereafter a part of the property. All real covenants and conditions also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as "Property".

LN# 1507364925 AP# PETET-97C-7341

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AP# PETEET-97C-7341

LN# 1507364925

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** 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; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests 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 enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 the 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.

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Form 301A 8/90

3. 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 causes for the inspection.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by the 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the 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 over this Security Interest, even though Lender may take action under this paragraph 7, Lender does not have to do so.

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AP# PETEET-97C-7341

LN# 1507364925

**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 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.

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Form 3014 8/80

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 accrued by the Secuity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Agreement without further notice or demand on Borrower.

 A photograph of a document page with the text "Borrower's Copy. Borrower shall be given one copy of this Note and one copy of this security instrument.

18. Governing Law: Severability. The 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 of clauses 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 the extent that any provision of this Note is held invalid or unenforceable, the remaining provisions and the Securitization instrument or the Note shall be considered to be severable.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by mailing to first class mail unless applicable law requires use of another method. Delivery of or by mailing to first class mail notices shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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AP# PETEET-97C-7341

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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 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)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) (specify)      |   |   |

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IS/C/CMDTL/0196/3014(0990)-L Page 8 of 8  
ILLINOIS-SINGLE FAMILY-PNMA/PHLMC UNIFORM INSTRUMENT

Property of Cook County Clerk's Office  
HINSDALE, IL 60521  
Address: 901 N. ELM

This instrument was prepared by: Kristine E. McCann

Noary Public

My commission expires:

Given under my hand and official seal, the 31st day of December, 1997.  
Robert L. Petree and Elenta Peccati, His wife  
personally known to me to be the same persons whose name(s) are 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.

I, the undersigned, a Notary Public in and for said county and state do

certify that

I, the undersigned, a Notary Public in and for said county and state do

certify that

STATE OF ILLINOIS

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
Elenta Peccati  
-Borrower

(Seal)  
Robert L. Petree  
-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in page 1  
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

LN# 1507364925

AP# PETEET-97C-7341

Witnesses: