

UNOFFICIAL COPY

98275884

When Recorded, Mail To:
STANDARD FINANCIAL MORTGAGE CORP
ATTN: FINAL DOCUMENTS
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60521

RECORDED 3/26/98
INDEXED 3/26/98
FILED 3/26/98
SEARCHED 3/26/98
SERIALIZED 3/26/98
INDEXED 3/26/98
FILED 3/26/98

4114056 m/s (1/1) 6
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 26TH, 1998
The mortgagor is THOMAS DEGUSTINO AND NANCY ANN DEGUSTINO, HIS WIFE

(“Borrower”). This Security Instrument is given to
STANDARD FINANCIAL MORTGAGE CORPORATION
which is organized and existing under the laws of ILLINOIS
800 BURR RIDGE PARKWAY, BURR RIDGE, IL 60521

(“Lender”). Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100
Dollars (U.S. \$ 135,000.00). 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
APRIL 1ST, 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 83 IN LOWRY'S SECOND ADDITION TO NORWOOD PARK, IN SECTION 1,
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PIN #12-01-212-020-0000

which has the address of 7407 W CLARENCE AVENUE,
(Street)

CHICAGO
(City)

Illinois 60631 ("Property Address");
(Zip Code)

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1870L1 (8408)
MPC0001 - 03/98

(Page 1 of 6 pages)

Form 3014 9/90
Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-330-9393 □Fax 816-791-1131
71008073

UNOFFICIAL COPY

(cont'd.)

101-162-019 746 546-005-001-1 4175

06/6 110G 110G
MPP00014

5902 · 000237

5. Hazard or Property Damage. 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

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) continues to good faith to defend the lien by or before the earlier of the date of acceleration or the date of sale of the property, or (c) secures preceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (d) fails to pay the amount due under the note or the security agreement within ten days after notice to the Lender of the default, unless such notice is given to the Lender at least five business days prior to the date of notice.

the paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payment or the payment of any other amounts due under this Agreement.

Property which my attorney holds in his Securitry Trust account, and leasehold payments or ground rents, if any. Borrower shall pay these obligations to the master provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on

3. Application of regulations. Other applicable law provides otherwise, any provision preserved by law under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charter fees. Lessee, Borrower shall pay all taxes, assessments, charges, rents and expenses due under the lease.

debt incurred in no more than twelve monthly payments, at Lender's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to this Security trustee.

(including Leader), if Leader is such as mentioned in any Federal Home Loan Bank, Leader shall apply the Funds to pay the Escrow items, Leader may not charge Borrower for holding and applying the Funds, normally arriving at the account, or verifying the Escrow items, unless Leader pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate reporting service used by Leader in connection with this loan, unless applicable law requires all charges for each debt to be paid to the Funds as additional security for all sums secured by the Funds.

of expenditures of future Eacrow law or otherwise in accordance with applicable law.

1. Payment of Principal 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, Bottower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for residential use and non-uniform covenants with

mortgagee, grant and convey the Property and shall the Property is unencumbered, except for encumbrances of record
borrower's warranties and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances or record.

UNOFFICIAL COPY

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, 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 fee 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 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.

MPC00001-0300

98275884

710080373

Form 3014 9/90

Great Lakes Business Forms, Inc. ■

To Order Call: 1-800-330-8393 □ Fax 616-791-1131

UNOFFICIAL COPY

(cont'd) [View full text](#)

www.1000000000.com

卷之三

18. Borrower's Right to Remonstrate. 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

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

In it is sold or transferred (or if it is 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 Interest, However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Interest.

16. Bortowers' Copy. Bortower shall be given one conformed copy of the Notes and of this Security Instrument.

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Notes are deemed to be severable.

13. **Loan Charges.** If the loan secured by this Security Interest is subject to a law which sets maximum loan charges, and such law is fully interpreted so that the interests of other loan debtors collected or to be collected in connection with the loan exceed the permitted amount, then: (a) any such loan charge still to be reduced by the amount necessary to reduce the loan charged to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit; and (c) any sum already collected from Borrower which exceeds the permitted limit due to the failure of the debtor to pay principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Successor and Assignee Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of the parties hereto 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 and agrees to the terms of this Security instrument shall be liable to the Lender and Borrower under this Security instrument as if he were a principal party thereto. Lender and Borrower may agree to extend, modify, renew or replace by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the Borrower's liability under the terms of this Security instrument; (d) is not personally obligated to the Note without the Borrower's consent.

11. Borrower Not Responsible By Lender Not a Waiver. Extension of the time for payment of principal or interest or of any amount of such payments, or of the date of the maturity of any payment, or of the date of any exercise of any right or remedy shall not be a waiver of the privilege of exercising any right or remedy.

same secured by the party instituting, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of less than 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 repayment of the Property or to the

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums as

any determination of other lands or any part of the property, or for conveyance in lieu of condemnation, are hereinafter referred to as "the proceedings".

UNOFFICIAL COPY

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 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 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 off 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 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.

UNOFFICIAL COPY

(cont'd) 1994-1995

1011-162-910 10-46 C666-OCS-0001

06/6 4103 000
S/2024

00/00 • 100000-00

BURR RIDGE PARKWAY,
800 BURR RIDGE IL 60521

1

100 FINANCIAL MORTGAGE CORPORATION, 1000 15TH STREET, DENVER, COLORADO 80202
MAILING ADDRESS: P.O. BOX 1000, DENVER, COLORADO 80201
TELEPHONE NUMBER: 303-295-1100

અધ્યાત્મિક

This instrument was prepared by

My Communication experts:

Given under my hand and official seal this 26th day of March 1915

and delivered the said instruments as required before me this day in person, and acknowledged that I have subscribed to the foregoing instrument, in the same person(s), whose names(s) are free and voluntary act, for the uses and purposes herein set forth.

1. The underlying principles do hereby certify that Thamir Oegutu and Lucy Mwaura Dugutu
2. Majority Public interest for said country and state.

STATE OF ILLINOIS.

Botowers _____ Botowers _____
(Seal) (Seal)

BOTTOMER _____
(Seal) _____ 18 10 10

MARY ANN DEGUSTINO (Seal) **BOSTON**

THOMAS DEGUSTINO
NANCY ANN DEGUSTINO
-Bottowes
(Seal) (Seal)

11201M

2020

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained herein with all of this Security Instrument as in any order(s) executed by Borrower and recorded with it.

Other(s) (specify)

24. Ridders to The Security Instrument, If one or more ridders are execuited by Bottower and recorded together with this Security Instrument, the coveneant and agreement of each such rider shall be incorporated into and shall amend and supplement the coveneant and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument.