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AFTER RECORDING MAIL TO:
Kraft Foods Credit Union
777 Westchester Avenue
Suite 101
White Plains, NY 10604-3528

1092270 1/2
BOX 260

98371453

7305/0194 11 001 Page 1 of 6
1998-05-06 14:55:56
Cook County Recorder 31.00

Prepared by:

Garr & Schlueter
50 Turner Avenue
Elk Grove Village, IL 60007

{Space Above This Line For Recording Data}

MORTGAGE

6

THIS MORTGAGE ("Security Instrument") is given on April 23, 1998

The mortgagor is

Karen M. Cirillo

("Borrower"). This Security Instrument is given to Kraft Foods Federal Credit Union, its Successors and/or assigns, as their interests may appear

which is organized and existing under the laws of New York, and whose address is 777 Westchester Avenue, Suite 101, White Plains, NY 10604-3728 ("Lender"). Borrower owes Lender the principal sum of

Forty Thousand Dollars----- Dollars (U.S. \$ 40,000.00-----). 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 May 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 256 in Terramere of Arlington Heights Unit 6, being a Subdivision in the North 1/2 of Fractional Section 6, Township 42 North, Range 11 East of the Third Principal Meridian, as recorded on November 7, 1980, as Document No. 25657004, in Cook County, Illinois.

ATGF, INC

P.I.N: 03-06-201-034

which has the address of 704 W. Whiting Lane, Arlington Heights
Illinois 60004 [Street, City].
[Zip Code] ("Property Address");

[Street, City].

ILLINOIS-Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
VMP -2008(IL) 194081 Amended 6/91
VMP MORTGAGE FORMS • 18001621-7201
Printed on Recycled Paper Page 1 of 8 Initials: *AC*



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participated in and incurred on the debt evidenced by the Note and any prepayment and any other charges due under the Note.

2. Funds for Taxes and Insurance. Subsidiary will pay to the Noteholder by Letter, Borrower shall pay to and deliver on the day immediately preceding payment of interest, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly insurance or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly maintenance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Taxes".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for it federally related damage for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. If so, Lender may estimate the amounts due on the basis of current data and reasonable estimates of expenditures of future funds or otherwise in accordance with applicable law.

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

UNIFORM COVENANTS. Burrower and Leander covenant and agree as follows:

and solutions by first defining a multi-layer security infrastructure covering real property.

Instrument, All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL ENSEIGNES, APPURTENANCES, IN

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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 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

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12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing to
any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class
mail unless applicable law requires use of another method. The notice shall be directed to the Property Address
in by first class mail unless Borrower provides otherwise in writing.

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 inherents 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 sum already collected from Borrower which exceeded permitted limits will be reduced to Borrower. Lender may choose to make this reduction by reducing a Note or by making a direct payment to Borrower. If a reduced reduction is principal, the reduction will be treated as a partial prepayment without any premium to Borrower.

11. Borrower Not Responsible; Right to Waiver. Extension of the time for payment of indebtedness of the sum secured by this Security Instrument to any successor in interest of Borrower shall not be a waiver of the successors in interest. Any holder in exercise any right or remedy shall not be a waiver of the successors in interest by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors secured by this Security Instrument of any demand made by the original Borrower or Borrower's successors.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make immediate 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, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due.

In the event of a total taking of the Property, like proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are due, whether or not there is any excess paid to Borrower. In the event of a partial taking the amount of the Property held by the Borrower and Lender otherwise agree in writing or unless otherwise provided by law otherwise, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are due.

10. Commencement or otherwise taking of any part of the Property, or for conveyance in lieu of commencement, are hereby issued and acknowledged of any award or claim for damages, direct or consequential, in connection with any

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give

The premium is required to maintain insurance insurable in effect, or to provide a loss reserve, until the premium is paid.

obtain coverage subsequently equivalent to the mortality insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the moratorium insurance previously in effect, from an ultimate moratorium insurer approved by Lender.

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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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right 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

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My Commission Expires: 6-26-2001

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she personally known to me to be the same person(s) whose name(s) is signed and delivered the said instrument as here free and voluntary act, for the uses and purposes herein set forth.

State of Illinois,
JAN 20 1967 A.M. LLV/1
Karen M. Crittenden
dpm

Digitized by srujanika@gmail.com

KAREN M. CIRILLO

Hawu m. Cittelle

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.

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Conditional Tuition Rider	<input type="checkbox"/> Blawekly Payment Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Premium Unit Development Rider	<input type="checkbox"/> Rate Inflation Rider	<input type="checkbox"/> Ballloon Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Granduated Payment Rider	<input type="checkbox"/> Blawekly Premium Rider	<input type="checkbox"/> Option(s) [specify]	<input type="checkbox"/> Clerks	

24. Rides or more riders are executed by Borrower and recorded together with the coverlines and agree-lines of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homeowner's Right of Homestead: Borrower waives all right of homestead exemption in the Property.

21. Inclusion, but not limited to, reasonable attorney's fees and costs of little evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default or before the date the notice is given to Borrower, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default will remain without further demand and may forgive this Securitization instrument by sending or before the date specified in the notice, together with its option, may require immediate payment in full of all sums non-existent or a default or any other default of Borrower to acceleration and foreclosure. If the default is not cured within the period of time specified in the notice to accelerate and the right to assert in the foreclosure proceeding Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further serve by this Securitization instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further to cure the default on or before the date specified in the notice may result in acceleration of the sum (d) that failure to do so before the date specified in the notice may result in acceleration of the sum (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; a