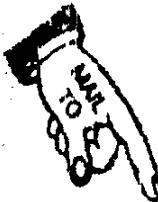


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Cook County Recorder 31.50



Prepared by: HEATHER WARD
RECORD AND RETURN TO:
BILTMORE FINANCIAL BANCORP, INC.
1540 EAST DUNDEE ROAD, #180
PALATINE, ILLINOIS 60067

MORTGAGE

Loan No. 6783261

50842

THIS MORTGAGE ("Security Instrument") is given on March 31, 1998 . The mortgagor is
FRED A. GALATI and JULIE GALATI, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to
BILTMORE FINANCIAL BANCORP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 1540 EAST DUNDEE ROAD, #180, PALATINE, ILLINOIS 60067
(*Lender"). Borrower owes Lender the principal sum of
One Hundred Thirteen Thousand and no/100-----

Dollars (U.S. \$ 113,000.00) .

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 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 60 IN ROBBIN'S RESUBDIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS
TOGETHER WITH VACATED PARTS OF ALLEYS AND STREETS IN MAIN STREET AND
WAUKEGAN ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF TELEGRAPH ROAD AND EAST
OF THE CENTER LINE OF WAUKEGAN ROAD, SOUTH OF JUNCTION OF SAID ROADS
(EXCEPTING THE NORTH 50 LINKS THEREOF) AND IN SUBDIVISION OF PARTS OF BLOCKS
1, 2 AND 3 AND ALL OF BLOCKS 9, 10 AND 11 IN SAID MAIN STREET AND WAUKEGAN
ROAD SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PIN 10-19-303-044

which has the address of

8331 NORTH NEWLAND AVENUE

NILES

(Street, City),

Illinois

60714

(Zip Code) ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

MDR(L) 0602.01



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (ii) consents in good faith to the lien being enforced against or modified by the holder 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

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

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 amortized payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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, under, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale to credit against the sum secured by

If the Funds held by Landor exceed the amounts permitted to be held by law, Landor shall account to Borrower for the excess Funds held by Landor exceeding the amounts permitted to be held by law, and shall pay to the Funds held by Landor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the date of Landor's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, in substantially (including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leaders shall apply the Funds to pay the Escrow items. Leader may not charge Borrower for holding and applying the Funds, usually unitizing the escrow account, or verifying the Escrow items. Leader may not charge Borrower for holding and applying the Funds, usually unitizing the escrow account, or a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate appraiser service to make such a charge. Leader may agree to pay Borrower any interest or earnings on the Funds without charging Borrower and Leader may agree to withdraw, however, that interest shall be paid on the Funds. Leader shall give to Borrower and Leader may agree to withdraw, however, that interest shall be paid on the Funds and the purpose for which each without charge, in annual accounting of the Funds, showing details and debits to the Funds and the purpose for which each

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding payment of the Note, until the Note is paid in full, a sum ("Funds" for: (a) yearly taxes and assessments which may attach prior to the Note, until the Note is paid in full, a sum ("Funds" for: (b) yearly security instrument over this Security instrument as a lien on the Property; (c) yearly hazard or ground rents on the Property, if any; (d) yearly fixed insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any other payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagel insurance premiums. These items are called "Funds".

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount in a federally related mortgage loan in my capacity as Receiver for Borrower's account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, Section 12 U.S.C., Section 1601 et seq. ("RESPA"), unless another law 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.

Except where otherwise indicated in the Note, all funds due on the basis of current data and reasonable estimates of future losses or otherwise in accordance with applicable law.

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

and will defend gearing liability to the title to the property against all claims and demands, subject to any encumbrances or record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all structures, appurtenances, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed.

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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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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by certified mailing or by first class mail unless otherwise directed by notice to Lender. Any notice to Lender shall be given by first class mail to or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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 sum 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 mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any power.

12. Successors and Assignees Bound; Joint and Several Liability; Co-signers. The coverages 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 shall bind and benefit the successors and assigns of Lender and Borrower, and any other Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to witness, 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 sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may strike it dead, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without his/her power's consent.

II. Borrower Not Reckoned; Right to 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 or holder thereof, notwithstanding that it waives payment of principal or interest or any other sum due under this instrument.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers no make an award of 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 of its option, 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, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are due when or prior to payment made to Borrower, to the extent 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, or if the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument, unless Borrower and Lender otherwise agree in writing, unless Borrower and Lender agree to pay the sums secured by this Security Instrument in full to Lender.

condemnation or other taking of any part of the Property, or for conversion in lieu of non-occupation, are hereby assigned and

16. Contingent upon the time of or prior to an inspection specifically regarding cause for damage, direct or consequential, in connection with any

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give mutual access to records, books, documents, papers, and other materials of every kind in the possession of Borrower.

the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

subsequently equitably entitled 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

NON-UNIFORM COVENANTS. Borrower and Lender hereby covenant and agree as follows:

21. Accrual of Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 17 unless 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: asbestos; certain flame retardant 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lay suit or other action by any government agency or private party involving the Property and any Hazardous Substance. Subsidiaries of Environmental Law of which Borrower has actual knowledge. If Borrower leases, or is notified by any government authority that removal of other remedial or corrective action by any other party will affect the Property, Borrower shall promptly take any removal or other remedial action necessary to protect the Property from such effects.

20. Hazardous Substances. Bar or wall shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances, Bar or wall shall not cause or permit the presence, use, disposal, storage, or release of any

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service"), that collects monthly payments due under the Note and this Security instrument. If more changes of the Loan Service occur unrelated to a sale of the Note, there is a change of the Loan Service. Borrower will be given written notice of the changes in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by law.

18. Borrower's right to Reinstatement of certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) ; 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 awarding 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 covenant or agreement; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender deems necessary to protect his interest in the Property; (e) pays fees and attorney's fees; and (f) takes such steps as Borrower deems necessary to cure any default in this Security Instrument. Upon reinstatement by Borrower, this Security Instrument shall remain fully effective, as if no acceleration had occurred. However, this right to reinstate shall not be used hereby except to reinstate the original terms 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 accrued 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.

16. Bottower's Copy. Bottower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Bottower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Bottower is sold or transferred and Bottower is not a natural person) without Seller's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Leader's address detailed herein or any other address Leader 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.

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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:

Fred A. Galati (Seal)
FRED A. GALATI

-Borrower

Julie Galati (Seal)
JULIE GALATI

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

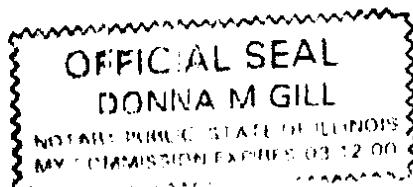
I, the undersigned, a Notary Public in and for said county and State do hereby certify that FRED A. GALATI and JULIE GALATI, HUSBAND AND WIFE

, 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 31st day of March, 1998.

My Commission Expires: 3/12/00

Donna M. Gill
Notary Public



23197386