## **UNOFFICIAL COPY**

AFTER RECORDING MAIL TO

Old Kent Mortgage Company Secondary Marketing Operations Final Documentation P (), Box 204 Grand Rapids, MI 49501-0204

98389233

DEPT-01 RECORDING 740009 TRAN 2435 05.112/98 10122100

COOK COUNTY RECORDER

LO/N NO Affil ate No.

DEPT-DI RECORDING

T40007 TRAN 2435 05/12/95 10:32100

#327 t RC #-98-389233

("Borrower").

COOK COUNTY RECONDER

Space Above This Line For Recording Data).

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 29, 1398 . The mortgagor is PASE DEMETRIOU and DESPINA DENETRIOU, HUSBAND AND WIFE

Tris Security Instrument is given to PRIME CAPITAL MORIGAGE

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4.9 B EAST EUCLID AVENUE. MT PROSPECT, IL 60056 ("Lender"). Borrower owes Lender the principal sum of Tio Hundred Six Indusand Doll so and no/100

Dollars (U.S. \$ 20-3.000 00 ). This debt is e ridenced by Borrower's note dated the same date as mis Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and private on May 1. 2028 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 purformance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Boyrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT BIB IN BRICKMAN FIRST ABDITION UNIT 7. BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION .6. TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1963 AS OCCUMENT 18714238, IN COOK COUNTY, ILLINOIS

PRAIRIE TITLE (13-15) 329 W. CHICAGO AVE CAK PARK, IL 60302

03-26-414-008 V

which has the address of

1600 EAST GREENWOOD DRIVE [Street]

PROSPECT (City)

Illinois 60056

("Property Address"):

**IZip Codel** 

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

ILLINOIS-SINGLE FAMILY-FRMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE 1 OF 6

FORM 3014 9/90

## **UNOFFICIAL COPY**

PAGE 2 OF 6

100-CHOLLY\0001\2014(2014(200)\T

ACTIVITY CALLETY AND Y-FAMILY SALVAGE AND VALLE

Borrower shall promptly discharge any lien which has private over this Security instrument arises Borrement; lief contents shall be be been discharge and classically discharge and classically be been discharged by the first instrument of the first or discharge and one of the first or the entirement and the first instrument of the first instrument of the first instrument or an entire first instrument or an entire first instrument or an entire instrument or an entire or the first instrument or and the first instrument or and the first instrument or the first instrument or and the first instrument instrument in the first instrument or the first instrument instrument in the first instrument or the first instrument instrument

Ethernyag anti grionabive atquoes subrail.

4. Changes; Liters. Borrows shall pay all tame, assessments, charges, these and impositions affectable to the property over this Security instrument, and insended payments or ground sents. It says to consider the property of the payments and insended to the case of the payments of not the payment. Borrows shall promptly familia to Lander all notices of languages of languages of the paid under this payment. Borrows shall promptly familia to Lander all notices of languages to the paid under this payment. It is borrows shall promptly familia to be paid under this promptly the payments to be paid under the payments of the paid under the payments of the paid under the payments.

2. Application of Paymente. Universationable law provides otherwise, all prepriets received by Landar alreba paragraphs 1 and 2 shall be applied: first, to any prepayment charges due circler fire Note; second; to smounts juste under pasagneth 2; think, to interest due; fourth, to principal due; and less, to any late charges due of the Male.

summaring faculty this Security immentation

Lipon payment in full of all sums secured by this Security instrumet, Limiter shot, jumingly referred to Borndons at the contract payment in the security that by Lands the to support of the first show that the first show the first show the contract of the frequency, after a support of bird by Lands at the time of the physical or security and support the contract of the physical security and securit

If the Funds hald by Lander encounts the minimum to be soon by the familia law, Lander shall scoon if the Funds hald by Lander encounts the form of the form of the familia law in the familia form of the familia law in the familia form of the familia law in the familia form of the familia famil

The Funds shall be hald in an institution, show deposits are instructed by a featural agency, including the arministic of the shall be hald by a featural by a featural shall be featurally included by a featural shall be featurally and including and including the Lands along the featurally analysis of the featural and the featur

2. Findle for Tenne and Insurance. Subject to applicable law or to a within selver by Lender. Bernaces shall per the form of the first of the first

1. Payment of Principal and Interest; Propayment and Late Chinges. Borrows shall prompty pay when dut by the principal of any prepayment and into charges due included the principal of any charges due included the principal of any charges due included the propayment of the charges due included the principal of any property of the principal of th

as eigh COVERNMENTS. Borrower and Lender coverant and agrice as

THIS SECURITY INSTRUMENT combines uniform security instrument covering real property.

THIS SECURITY INSTRUMENT COMBINES & WROTH SECURITY INSTRUMENT COVERING THE FROPERTY.

DICORY TO SECRETARISMUCHO.

BONNOMER COVENWITS that Bonows is tenfolly spised of the eathe hereby conveyed and his the third to more gast and conveyed and the traction of the entering and the traction of the conveyed and defend and the traction of th

PERTEES CHIMOS

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 pare graph 7

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lenkler 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 insulance 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 of to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Linless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall nut extend or posts one 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 in mediately prior to the acquisition.

- 6. Occupancy, Preservation, Mainten inc.) and Protection of the Property; Borrower's Loan Application; Least holds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within stary day after the execution of this Security Instrument and chall 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 r of be unreasonably withheld, or unless extenualing rircumstances exist which are beyond Borrower's control. Borrover shall not destroy, damage or impair the Properly, 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 ender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by his Security instrument or Lender's security interest. Borrower way cure such a default and reinstate, as provided in suragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith letern ination, 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 and also be in default if Borrower, during the I can application process, gave materially false or inaccurate information of 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 resistance. 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 covernants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly allers ander's rights in the Fropert / (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to erzo a laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lunder's rights in the Property. Lender's actions may include paying any sums secured by a lien which has privacy over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make rr pairs. 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 been interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Louder to Borrower requesting payment.

Nortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this. Scientify Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any re ison, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premitures required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substant ally equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate murigage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available.

4

UNOFFICIAL COPY

MAS SHOCK MINDS

10C\CHQ17\\0001\2014(9-20)+ **SYCE FOLD** TREMUTE PARKE PARKET AND CONTROL UNITED IN TREATMENTS

Agargaraq airit ni babiyong aa

A find the part of the policy of flat is a support of the straight of the straight of the source of the support of the support

and the a guide as a public propagning with third any pringipment change under the Notes 12. Lean Charges. If the Joan secured by this Security irreframent is subject to a law which sate machines being charges, and that law is threely integrated so that the between charges collected or to be collected in charges, and that law lean exceed the permitted thribs, then: (a) any such lean charge shall be rachested by the second the permitted thrib; and (c) any such lean charge shall be rachested by the charge to the permitted thrib; and (c) any such lean charge than the thrib the second thribs. The permitted thrib; the charge to make this refused the results the refused the refused thribs or by making a charge. It is refused refused the refused to the refused the refused to the refused the refused

12. Successers and Assigns Bound; Joint and Savaral Lisbility; Co-olgins. The coverants and agreements the Sacarity instituted shall bind and bundents and assigns of Landy. And Bondows, subject to the Sacarity instituted shall be joint and several by the Sacarity instituted in 17. Bondows a coverants and agreements and saleing the sold several instituted in Sacarity instituted by the Sacarity instituted in the Sacarity instituted in the Sacarity instituted in the Sacarity instituted. (c) agrees to share and some succession of the Sacarity instituted. (d) is speed to the Junior and any eller and convey that Bondows's institute in the Sacarity instituted. (c) agrees to share and any eller and sold in pay the sums secured by the Sacarity instituted. (c) agrees to the first succession of the Sacarity instituted in the Sacarity instituted to the sums of the Sacarity instituted for the National Sacarity instituted for the Sacarity instituted for the National Sacari

If Derivers that Released, Furbanesce by Lander that a Wohrer. Expressed by Lander for payment or modellosters to be sine for payment or modellosters. Expressed by Lander to eny seccessor in modellosters of encountries or allosses of the same seccessor of the same seccessor in the same that the furbanes or comment or

ine ton farie ingening of alsectory in noticellags was are in a serge advention werend has return attiful show in transment of agreein to S into F ariging and (a la breaks attempte) with ton one had sub-sub-set arraging

If the Property is abandoned by Bomor, or it, she notice by Lander to Bomones that the condemnes affine to make the modern of the first to be due after the dues the due of the dues of the first to be called a due of the condense of the co

Alternate with the personal services of the feedback, the processes which the services of the services of the feedback with the processes of the services of the feedback with the processes of the services of the feedback with the feedback with the feedback of the feedback of the feedback of the feedback with the feedback of the feedback with the feedback of the feedback of the feedback of the feedback with the feedback of the feedba

18. Condemntables. The proceeds of any award or claim for demagns, check or consequential, in connection a say condemntable of any part of the Property, or for conveyance in his of condemntables, are hardly condemntables and the bound and shall be balled to Lander.

B. Impediton. Lander or its agent may make rescondle emines upon and inspedients of the Property. Lander a give Borrower notice at the time of or prior to an impediton appolying ressonable cause for the impediton.

Betrower shall pay to Lander each morth a sum equal to one inspired of the yearly mortgage transverse grantees to be seen that of the yearly and transverse through the seen that the parties of Lander will accept, use and reads by Borrower when the transverse to be required, at the parties are to be seen to the transverse to the transv

PISCEED CONNICE

## UNOFFICIAL COPY 100. 0997614

- 16. 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.
  - Borrower's Copy. Borrower shall be given one conformed copy of 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 emedies 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 ento cement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as a plicable law may specify by 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 summer which then would be due under this Security Instrument and the Note as if no acciteration 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 Lander may reasonably require to assure (na) 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 rein statement by Borrower, this Security Instrumer t and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to leinstate shall not apply in the case of acceleration under paragraph 17
- 19. Sale of Note; Change of Loan Servicer. The Nete or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior hatics 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 may le. The notice will also contain any other information required by applicable law.
- 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 alian anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sevicings shall not apply to the presence. use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be apt repriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, awault or other action by any governmental or regulatory agency or private party involving the Property and any Hazardara Substance or Em ironmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by say governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting (\*\* Property is net essary. 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 jur sdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and 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 re-jult in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding a

ILINOIS-SINGLE FAMILY-FHMA/FHLMC UNIFORM INSTRUMENT

FORM 3014 9/10

IS C/CMDTIL//0491/3014(9-90)-L

PAGE 5 OF 6

PARRESSAFF. S. BEFFTARR : yo benegating care improvided skill "UNICH SEM" ORDIN YMEN Sommission expires: Given under my name and chicks week, this 20 graff day of APPR. constrainty function to the discount section (s) whose reame(s) subscribed to the foregoing of manner, appring the section of monthly function of the section of the sectio Americal profession of the company o HURBIEJ WILLD STATE OF ALMORE, COOK COOK Idwardad wit and aid? wated county morniel yannous labore Social Security Fixenism metrilly whater 1502 vorarānāc andszed Social Security Number PAUL DEWEITRIBU BY SIGNING BELOW, Beautiful to the service and agrees to the send coverants contained in this Security in the [v]losqs] (s)will() World rooked [] rbiff anamavoruprit saeff 🛄 fi emott luncoel [] Chadradad Contract Rider mich and children ph [] Tourdominism Pides ad. Release to this Security Instruments. If one or more riders are executed by Borrows and recented together the Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall mend and supplement the coverants and agreements of this Security instrument as if the rider(s) were is part of this scarify instrument. [Check explicatio box(es)] . Vinegorit entre ni notitaphene basteamori in hight de seviere severnos . Assista

22. Philosop. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument, Lender shall release this Security instrument course.

UNOFFICIAL COP

PAGE 6 OF 6

19C/CND11F/\0161\2014(520)4

PARTIE EXPEND THE PROPERTY OF THE PROPERTY OF THE PARTIES.

a r d ( e e s. .CO) 1910.)

Interior of the control of high and to warrond mother segment by the control of mother and not be demonstrated from the control of the control

nt by justical proceeding. Lender shall be collical to be in the first by in the first built by the first built built by the first built by the first built by the first built built by the first built built by the first built by the first built by the first built built by the first built by the first built built by the first built by the first built built by the first built built by the firs

remet inner

HANGE MALES

HANGE MALES

HANGE MALES