

402966PS
PREPARED BY JOY TIVELAYSON
RETURN TO
COMMONWEALTH MORTGAGE CO OF AMERICA L P
5005 NEWPORT DRIVE #400
ROLLING MEADOWS, ILLINOIS 60008

CMIL
00466278

0 3 5 0 2 5 2 2

3582522

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on..... JANUARY 8TH
19 87..... The mortgagor is..... JAMES T. NOVELLO AND DONNA J. NOVELLO HIS WIFE.....
MORTGAGE COMPANY OF AMERICA, L.P. ("Borrower"). This Security Instrument is given to..... COMMONWEALTH
under the laws of..... DELAWARE..... which is organized and existing
SOUTH HOUSTON, TEXAS 77027..... and whose address is..... 2200 WEST LOOP.....
("Lender"). Borrower owes Lender the principal sum of..... ONE HUNDRED FIVE THOUSAND AND 00/100
Dollars (U.S. \$***105.000.00....). 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..... FEBRUARY 01, 2017..... This Security Instrument secures
to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications;
(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 55 IN KINGSPORT VILLAGE EAST UNIT 1 BEING A SUBDIVISION OF
PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26. TOWNSHIP
41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK
COUNTY, ILLINOIS.

NOTE IDENTIFIED

PLAT

STC.

LOT 55
SCHAMBURG

TAX I.D. # 07-26-303-013VOL187
which has the address of..... 922 EAST POINT DRIVE.....
[Street]
Illinois..... 60193..... ("Property Address");
[Zip Code]

SCHAUMBURG

[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures 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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

**GREATER ILLINOIS
TITLE COMPANY**

Promised	<u>UNOFFICIAL</u>
Deliver certif. to	<u>Address</u>
Deliver duplicate Trust	<u>Address</u>
Dead to	<u>Notified</u>
Address	<u>G.I.T. - off</u>

3582522

REGISTRATION OF TRADE
MARKS

5-1188-1 KAR 103

1277
N.Y.D.

RECEIPT OF A TRUE COPY OF THIS INSTRUMENT PROVIDED WITHOUT CHARGE

NOTARY PUBLIC

My Commission Expires 9/22/90
Notary Public, State of Illinois
Margaret Stepiak

ON THIS 6th DAY OF JUNE 1981 BEFORIE ME THE
SUBSCRIBER PERSONALLY APPEARED JAMES T. NOVELLO AND DONNA J. NOVELLO
HIS WIFE WHO I AM SATISFIED ARE THE PERSON(S) NAMED IN AND WHO
EXECUTED THE WITHIN INSTRUMENT. AND THEREUPON THEY ACKNOWLEDGED THAT
THEY SIGNED SEALED AND DELIVERED THE SAME AS THEIR ACT AND DEED FOR
THE PURPOSES THEREIN EXPRESSSED.

STATE OF ILLINOIS. COOK COUNTY SS

(Space Below This Line For Action Item)

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Adjustable Frame Rider Condorium Rider Grandunited Rider Other(s) [Specify] _____

2-4 Family Rider Planned Unit Development Rider

23. Riders to this Security Instrument, whenever wives are the heirs of non-testate executors, together with
22. Wives in the event of non-testate, shall be entitled to receive the same as if the testator had left her a legacy.

21. Releasee. 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.

Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of costs of management of the Property and collection of rents, including fees and taxes, but not limited to, receiver's fees, premiums on receivables held by the Secured party.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable ap- pointee) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the

If the defendant 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

must be cured; and (d) "that failure to cure the defect within one year after the date specified in the notice may result in cancellation of the security instrument, foreclosure by judicial proceeding and sale of the Property.

19. Acceleration; remedies, under such give notice to borrower prior to acceleration following breach of any covenant or agreement in this instrument (but not prior to acceleration following nonpayment of principal or interest).

NON-UNIFORM COVENANTS. Bottower and Leender further covenant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 had no acceleration 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 paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph upon demand shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower under this paragraph upon demand shall be payable, with interest, upon notice from Lender to Borrower the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower requested payment.

7. Protection of Lenders' Rights in the Property; Mortgage Insurance. 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), probable, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property; Lender's actions may include paying any sums accrued by a lien which has priority over this instrument, applying reasonable attorney fees and costs of collection to make repairs. Although Lender does not have to do so,

Instrument shall immediately prior to the acquisition.

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 paragraph 1 and 2 or change the amount of the payments. If under paragraph 19 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 interest.

Applicable to sums received by this security instrument, whether or not timely paid, until excess paid to Borrower abandoning the property, or does not answer within 30 days a notice from Lender, unless the Borrower 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 day period will begin when the notice is given.

carrier and Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard moratorium clause, unreasonable premiums shall be rejected, and renewals shall be denied if they do not apply to the insured's needs.

of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the property or premises now existing or hereafter erected on the insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be required unless insurance is included within the term "extended coverage", and any other hazards for which Lender requires insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier shall provide for the payment of all claims arising out of the property damage or liability losses by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance.

Borrower shall promptly discharge; (a), Lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the Lien in a manner acceptable to Lender; (b) contests in good faith the Lien by, or demands against Lender's opinion of the enforceability of the Lien in a manner acceptable to Lender; (c) prevents the enforcement of the Lien or forfeiture of any part of the Property; or (d) 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 affect security interest in instrument, Lender may give Borrower a

Borrower shall pay attorney fees incurred in the defense of any action or proceeding brought by the Lender to collect any amount due hereunder, and the Lender may deduct such amounts from any payment received by the Lender.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under the terms of this Agreement, unless otherwise provided in the Note, shall be applied first, to late charges due under the Note; second, to principal due; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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 19 the Property is sold or acquired by Lender, Lender shall apply any Funds held by Lender to the sums secured by this Security Instrument by Lender at the time of sale or acquisition by Lender, and in immediately credit Lender to the sum of the amounts so received.

Debtors shall pay debts in writing whenever possible or pay on the due date. Debts in arrears shall be paid at once.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Letter of Credit if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, less amounts paid by the Lender to make such an application, and any other amounts due to the Lender under this Note.

to one-half of the net premiums paid annually by the insured for insurance which may be held in trust for the benefit of the insured.

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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") equal to

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