

UNOFFICIAL COPY

PREPARED BY:
DEBBIE OSBORNE

3962769

RECORD AND RETURN TO:
BARCLAYSAMERICAN/MORTGAGE CORPORATION
P.O. BOX 33213
CHARLOTTE, NORTH CAROLINA 28233

[Space Above This Line For Recording Data]

208742

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 1, 1991**

RUSSELL P. DE SALVO

AND ANTOINETTE C. DE SALVO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

HARTLAND FINANCIAL SERVICES, INC.

which is organized and existing under the laws of ILLINOIS, and whose address is 1920 N. THOREAU DRIVE, SUITE 165,

SCHAUMBURG, ILLINOIS 60173

(Lender). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY ONE THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ 121,200.00).

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, 2006**.

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 7 IN GESSNER'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12 01 422 041 0000

which has the address of **5616 N. OKETO, CHICAGO** [Street, City];
Illinois **60631** [Zip Code] ("Property Address");

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

(SFRM) 101011

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

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DPS 1083
Form 3014 9/90

Initiate:

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions intangible to the Property which may attain priority over the Security Instrument, and seconddary payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if so paid in due manner, Borrower shall pay them on time directly to the Person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 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for your security instrument. This Security Instrument is a general release of all liens and encumbrances upon the property described in the Deed.

Funds held by Lessee, if, under paragraph 21, Landlord shall acquire or sell the Property. (e) If, prior to the acquisition or sale of the Property, shall modify any Funds held by Landlord at the time of acquisition or sale as a result of which the same would be

Upon payment in full of all sums earned by this Security Investment, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Landers exceed the amounts permitted to be held by applicable law, Landers shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Landers at any time is not sufficient to pay the Escrow Fees when due, Landers may so notify Borrower in writing, and, in such case Borrower shall pay to Landers the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

debt to the Funds was made. The Funds are held in a separate entity for all sums secured by this Security Instrument.

SECRETORY LINES OR SECRETIVES IN COCCIDIOSIS AND APPENDICITIS

Under many estimates the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law later applies to the Funds

Lenders may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

If any (e) yearly mortgage insurance premium, if any; and (f) any sum payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in view of the payment of monthly insurance premiums. These items are called "Escrow Items".

and assessments which may alienate property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly benefit or property insurance premiums; (d) yearly flood insurance premiums;

2. If losses for tax and charitable savings or a gift tax will be applied to a sum ("Funds") for (a) yearly losses under on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly losses

principal of and interest on the debt evidenced by the Note and my preparation and late charges due under the Note.

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

THIS SECURITY INSTRUMENT constitutes mutual covenants for national use and non-national covenants with limited
validities by which each party to this instrument covenants to observe the provisions of this instrument.

Grant and convey the Property and grant the property to the corporation, 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.

BORROWER COVENANTS shall be deemed to be expressly conveyed and has the right to mortgage, hypothecate, all or any part of the property in respect of which this security instrument is used.

fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Agreement.

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208742

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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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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 of this Security Instrument or the Note is given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Government Law:** This Security Instrument shall be governed by federal law and the law of the State in which it is executed, and any dispute to interpret or enforce this instrument shall be determined by a court of competent jurisdiction.

Prepayment charge under the Note.

make any accommodations which regard to the terms of this Security Instrument or the Note without first giving notice to the Lessor.

12. Successors in Interest. Any beneficiary by law or in equity having any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

posits one date of the monthly payments referred to in paragraphs 1, 2 or 3 of clause 11 of the amount of such payments.

If the Property is abandoned by us security interests shall be created in your name or in the name of your wife or in the name of your children, and if you do not make an assignment to us or to us and your wife or to us and your children, we shall have the right to sell the property at a public auction.

This Security Instrument shall be reduced by the amount of the proceeds participated 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.

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

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

Payments may be required, as the option to lease, a mortgage insurance coverage (in the amount due for the period that Lessor shall pay), provided by Lessor against losses attributable and is obtained. Borrower shall pay the premium for the insurance specified by Lessor, as the option to lease, as the option to lease, or the premium for the period that Lessor may be required, as the option to lease, a mortgage insurance coverage (in the amount due for the period that Lessor shall pay).

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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
- V.A. 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.

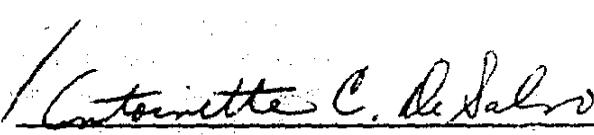


RUSSELL P. DE SALVO

(Seal)

Borrower

Witness



ANTOINETTE C. DE SALVO

(Seal)

Borrower

Witness

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned
 county and state do hereby certify that
 RUSSELL P. DE SALVO AND ANTOINETTE C. DE SALVO,
 HUSBAND AND WIFE

MAY -7 PM 2:35

personally known to me to be the same persons above named, 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 Notary Seal this day of

VANESSA A. LAISON

Notary Public State of Illinois
 My Commission Expires 5/13/02

Notary Public

DPS 1084

CHICAGO TITLE INC. CA

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