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PT 109188

4006196

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051823764

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given by EUGENE TROIA AND ELENA TROIA, HIS WIFE..... The mortgagor is.....

("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings

which is organized and existing under the laws of United States of America....., and whose address is 6700 W. North Ave, Chicago, Illinois 60635

("Lender"). Borrower owes Lender the principal sum of NINETY THOUSAND AND NO X100..... 90,000.00

Dollars (U.S. \$). 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 NOVEMBER 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 sum, 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 137 IN BARRINGTON HILL - CREST ACRES THIRD ADDITION,
BEING A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER (1/4)
OF SECTION 5 AND THE SOUTH HALF (1/2) OF SECTION 6, TOWNSHIP
42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE
REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 5,
1957, AS DOCUMENT NUMBER 1752092 AND CERTIFICATE OF CORRECT-
TION THEREOF REGISTERED ON DECEMBER 20, 1957, AS DOCUMENT
NUMBER 1774712, IN COOK COUNTY, ILLINOIS.

PIN #02-06-408-002-0000

4006196
867-900

NOTE IDENTIFIED
which has the address of 163 CRESTVIEW CT.....
[Street] BARRINGTON.....
[City]

Illinois 60010..... ("Property Address");
[Zip Code]

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

BANKERS SYSTEMS INC. ST. CLOUD MN 56302 (1-800 397-2341) FORM MD 1-L 2/6/91

Form 3014 9/90 (page 1 of 6 pages)

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BANKERS SYSTEMS INC 51 GORDON MN 55302-1889 721110000011

Form 3014-9/90 (page 2 of 4 pages)

Borrower shall promptly discharge any 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) conveys, in good faith, all interests, or interests apart from the instrument, of the debtor in, legal proceedings which in the lender's opinion operate to defeat the lien by, or defrauds against enforcement of the lien in, legal proceedings which in the lender's opinion operate to defeat the lien by, or defrauds against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the lien by, or (c) secures from the holder of the lien an agreement satisfactory to Lender to abandon the lien to this Securitization instrument. Lender may give Borrower a notice terminating the lien. Borrower shall pay attorney fees and expenses of the action or more of the actions set forth above within 15 days of the giving of notice.

4. **(Chargers; Lenders;** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may adjoin property over which Borrower has the right to extend the same to the property of the Company or its successors in title.

The sum paid over in full of all sums received by this Society instrument, together with any funds held by it under paragraph 21, under shall require or sell the Properties prior to the adjustment of the funds held by it under the same, shall apply any funds held by it under at the time of acquisition of said as a credit against the sum paid over in full of all sums received by this Society instrument.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender to the exclusion of any other funds in its possession exceeds the amounts permitted to be held by applicable law, Lender shall pay to Borrower the excess funds when due; Lender may so notify Borrower in writing; and, in such case Borrower shall pay to Lender the amount necessary to reduce the debtiness; Borrower shall make up the difference in no more than twelve months after payment, as Lender's sole discretion.

The Funds shall be held in an account whose deposits are insured by a federal agency, notwithstanding any banking laws or regulations which conflict with the intent of this provision.

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 immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for each year's taxes and assessments which may then be due under the Note, and the amount of funds due on the basis of current data and leasehold expenses of ground rents on the property, if any; for yearly hazard of property insurance premiums; (d) yearly hazard insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a liability created by a mortgage loan may require for Borrower's escrow account under the Federal Residential Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., "FRS PA". Unless another law shall applies to the funds set a lesser amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum of funds due on the basis of current data and

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 and any prepayment and late charges due under the Note.

THIS SILENTLY ASSISTED COMPANIES WHICH GOVERNED THE USE AND NON-USE OF LIQUOR BY PROHIBITION OF CONSTITUTIONAL AND PROPERTY INVESTIGATION COVERING REAL PROPERTY

Brokerage fees and expenses shall be paid by the estate hereby conveyed and has the right to mortgage or sell the property as lawfully set forth in any documents of record.

GOAL THREE: WILL ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EXISTING AND FUTURE OWNERSHIP INTERESTS IN THE PROPERTY, BE SUBJECT TO THE "SECURITY AGREEMENT AS THE "PROPERTY"?

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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 any 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

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Form 3014 9/90 Please Print or Type

(S) **Concerning Law: Securability.** This Security instrument shall be governed by federal law and the law of the state wherein the Note was executed.

44. **Notices.** Any notice to the Commissioner provided for in this Schedule may be given by writing or by telephone, and unless otherwise provided for in this Schedule shall be deemed to have been given to the Commissioner if sent under written despatch and received by the Commissioner at his office or address given in section 10(1) of the Act.

13. Team charges. If the loan received by this Security instrument is absorbed in a law which sets maximum loan charges, and that law is finally interpreted so that the interest of after loan charges collected or to be collected in connection with the loan exceed the permitted limits, then such loan charges shall be reduced by the amount necessary to reduce the loan to a level permitted under law, and the remaining loan charges shall be treated as a partial payment without any interest or fees due to the creditor.

17. **Succesors and Assigins Found: Joint and Several Liability (O-Debtors).** The co-venants and agreements of successive debtors shall bind and benefit the successors and assigns of a debtor and bondholder, subject to the provisions of paragraph 1. If however a successor and assignee fails to join and consent, any bondholder who co-signs this Secured instrument but does not execute the Note, has no standing to sue on this Secured instrument or to collect on this Secured instrument. The bondholder's successors and assignees shall be joint and several. Any bondholder who co-signs this Secured instrument but does not execute the Note, has no standing to sue on this Secured instrument or to collect on this Secured instrument.

11. Borrower Not Releasable; Furtherance by Lender Not a Waiver; Retention of the Right to Pay Interest or Satisfaction of Judgment; Successors and Assigns

I like less I prefer and I believe others agree in a large way application of proceeds to principles shall not extend our postscript the due date of the monthly payments referred to in paragraphs 1 and 2 to change the amount of such payments.

If the Property is damaged by fire or other cause, the Owner will offer to restore it at the cost of the lessee, unless otherwise provided by the lease.

In the event of a total taking of the Properties, the proceeds shall be applied to the sums received by this Security instrument before the taking is effected to or greater than the amount of the Properties in instrument, whether or not taken at the time, with any excess paid to Borrower; in the event of a partial taking of the Properties in instrument, whether or not taken at the time, the proceeds shall be applied to the sums received by this Security instrument before the taking is effected to or greater than the amount of the Properties in instrument, unless Borrower and Lender otherwise agree in writing.

96. Inspection, together with reasonable notices upon and inspections of the property, renders such
97. inspection notice at the time of or as soon as may take place specifically given for the inspection.

of a non-binding instrument, loss recoveries payables may be limited to the amount of cash held in escrow or otherwise held in trust.

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LOAN RIDER

LOAN NO. 051823764
DATE OCTOBER 24, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

163 CRESTVIEW CT, BARRINGTON IL 60010

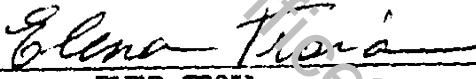
(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 22 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER



EUGENE TROIA Borrower



ELENA TROIA Borrower

ACT:9006

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's 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 paragraph 17.

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

20. Hazardous Substances. Borrower shall not create or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 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.

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E.T. ET

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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 boxes.)

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
X Other (please specify) **LOAN RIDER**

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

Eugene Troia (Seal)
EUGENE TROIA - Borrower

Social Security Number

Elena Troia (Seal)
ELENA TROIA -Borrower

Social Security Number

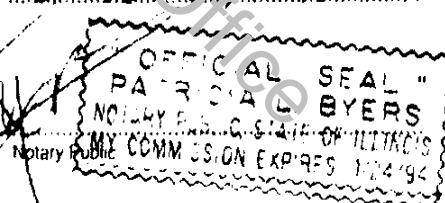
[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS.....*Cook*..... County ss:

a Notary Public in and for said county and state, certify that EUGENE TROIA AND ELENA TROIA, HIS WIFE
personally known to me to be the same person(s) whose name(s) ARE
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the instrument as THE 1ST free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this

My Commission expires:



RAYMOND F SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 W NORTH AV
CHICAGO, IL 60635