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Cook County Recorder 51.00



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M O R T G A G E

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10th THIS MORTGAGE ("Security Instrument") is given on ~~22nd~~ OCTOBER 22nd, 1999, The mortgagors are HEATHER HATFIELD and SCOTT HATFIELD, BORROWERS. This Security Instrument is given to CHARLES J. KOZIOL, ("Lender") whose address is 4528 EVERGREEN ST. BELLAIRE, TX 77401. Borrower owes Lender the principal sum of TWENTY FIVE THOUSAND DOLLARS, (U.S. \$25,000.00). This debt is evidenced by Borrowers' promissory note dated the same dated as this Security Instrument. This instrument provides for the payment of the Note upon the first to occur of the following: 1) The expiration of 48 months from the date of this Note; or 2) the transfer, sale, or conveyance of the property commonly known as 203 CHAPARRAL, ELGIN, ILLINOIS, 60123 by the Borrower. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note; (b) the payment of all other sums, advanced under paragraph 4 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 *Husband and wife

LEGAL DESCRIPTION WHICH IS AS FOLLOWS:

UNIT 33-I BEING A PART OF LOT 33 IN WOODLAND CREEK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT 90117492, IN COOK COUNTY, ILLINOIS

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 33; THENCE SOUTH 78 DEGREES 57 MINUTES 48 SECONDS WEST A DISTANCE OF 109.02 FEET; THENCE SOUTH 09 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 44.30 FEET; THENCE NORTHEASTERLY A DISTANCE OF 109.04 FEET, MORE OR LESS, TO A POINT ON THE LINE BEING 47.19 FEET SOUTHEASTERLY ON THE NORTHEAST CORNER OF SAID LOT 33; THENCE NORTH 09 DEGREES 59 MINUTES 57 SECONDS WEST A DISTANCE OF 47.67 FEET TO THE PLACE OF BEGINNING.

PROPERTY INDEX NUMBER: 06-17-311-024-000

which has the address of 203 CHAPARRAL CIRCLE, ELGIN, IL 60120

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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 seized 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 jurisdictions to constitute a uniform security instrument covering real property.

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

1. Payment of Principal. Borrower shall promptly pay when due the principal of the debt evidenced by the Note.
2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument.
3. Preservation and maintenance of Property. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.
4. Protection of Lender's 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, probate, for condemnation 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 reasonably attorneys' fees and entering on the Property to make repair. Although Lender may take action under this paragraph 4, Lender does not have to do so.



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Any amount disbursed by Lender under this paragraph 4 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, upon notice from Lender to Borrower requesting payment.

5. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provisions of the Note of 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 10. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 9.

6. **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 notices 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 his Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

7. **Governing Laws; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of the 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 the Security Instrument and the Note are declared to be severable.

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

9. **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 without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by 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 the 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.

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10. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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, including but not limited to, reasonable attorneys' fees and cost of title evidence.

11. Inspection of Premises. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Release. Upon payment of all sums secured by this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

13. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Heather Hatfield (Seal)
HEATHER HATFIELD
Scott Hatfield
SCOTT HATFIELD

11-10-99
DATE

STATE OF ILLINOIS, COUNTY OF COOK SS
I, ROBERT M. VOLTL, A NOTARY PUBLIC in and for said county and state, do hereby certify that HEATHER AND SCOTT HATFIELD personally known to me to be the same person whose name HE subscribed to the foregoing instrument, appeared before me this day in person, and scknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.
Given Under My Hand and Official Seal, this NOVEMBER 10, 1999.

NOTARY Kimberly L. Dierking SEAL AND COMMISSION EXPIRES
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