When Recorded Mail to:

STM Mortgage Company d/b/n The Chief Phancial Group

1250 Mockingbird Lane

Sulto 600

Mulany to Ceering

Dallas, TX 75247

ATTN: Loan Control Department

DEPT-Q1 RECORDING

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COOK COURTY RECORDER

MORTGAGE

[Space Above This Line Par Recording Date]

This Mortoach ("Security Instrument") is given on December 16, 1994. The mortgagor is ANTHONYM. DEERING and KRISTINM. DEERING, HUSBAND AND WIFE ("Barrower"). This Security Instrument is given to STM Mortgage Company, a Texas Corporation, d/b/a The Chief Financial Group, which Corporation is organized and existing under the laws of the State of Texas, and whose address is 1256 Mockingbird Lane, Suite 600, Dallas, TX 75247 ("Lender"). Borrower owes Lender the principal sum of Ninety Thousand and No/100 Dollars (U.S. \$90,000.00). 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 pald earlier, due and payable on Janyar, 1, 2025. 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, win interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose. Borrewer does hereby mortgage, grant and convey to Lender the following described property tocated in COOK Convey, Illinois:

LOT 1729 IN ROLLING MEADOWS UNIT NUMBER 11, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 35 AND PART OF THE WEST HALF OF SECTION 36, ALL IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH

OF KIRCHOFF ROAD, ACCOMING TO THE PLATTHEREOF RECORDED JANUARY 18, 1956 AS

DOCUMENT NUMBER 16471611, IN COOK COUNTY, ILLINOIS

TAX 1D #02-35-204-008

ASOUTH WILL AMAD Which has the address of 3606 S. FALCON COURT, ROLLING MEADOWS, IL 60008 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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."

PORROWER COVENANTS that Borrower is lawfully selsed 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.

ILLINOIS - Single Panilly - PNNIA/FILMC UNIFORM INSTRUMENT

Porm 3014 9/90 Amended 5/91

(page 1 of 5 pages)

Property of Coot County Clert's Office

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the

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 ("Punds") for; (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood 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 fleu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's escrow account under the federal Real Batate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. U2601 et seq. ("RISPA"), unless another law that applies to the Funds sets a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lessor amount. Lender may estimate the amount of Funds due on the Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or any Federal Home Loan Bank, Lender shall apply the Punds, to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds. annually analyting the escrow necount, or verifying the Berow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless up leable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender only agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without clumps an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each cobit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

sums secured by this Security 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 at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Porrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the nequisition or sale of the Property, but apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments, Unless applicable law exceptions otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth to principal due; and last, to any late charges due under the Note.

payable under paragraph 2; third, to interest due; four b 19 principal due; and last, to any late charges due under the Note.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Introvent, and loaschold payments or ground rents, if any, Borrower shall pay them on time directly to the person coved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipts evidencing the payments.

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Borrower shall promptly discharge any lien which has priority over his Lecurity Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lice in amaner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the loc in amaner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the loc in amaner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the loc in lendar of the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazand or Property Insurance, Borrower shall keep the improvements now existing or hereafter creeted on the Property insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insurance, borrower shall keep the insurance carrier providing the amounts and for the periods that Lender requires. The insurance carrier providing the amounts and for the periods that Lender requires insurance carrier providing the amounts an

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 motice 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 of 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. Horrower 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 judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Horrower may care such a default and reinstate, as provided in paragraph 18, by eausing the action or proceeding to be dismissed with a rating that, in Lender's good faith determination, preclades 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 foan application process, gave material false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the foan 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 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 least proceeding that may significantly affect Lender's

ments 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 bankruptey, 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 emering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to

Any any any 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 Bo rower requesting payment.

B. Mortgage In armee. If Lender required mortgage insurance as a condition of making the loan secured by this Security instruce. If Lender required mortgage insurance as a condition of making the loan secured by this Security instruce. Borrower shall pay the premiums required to maintain the 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 mortgage insurance previously in effect, from an alternate mortgage insurance overage by Lender. If substantially equivalent mortgage insurance coverage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will account use and retain these parments as a loss reserve in lieu of mortgage insurance. Loss reserve payments misurance premium being paid by the over when the insurance coverage inpaed or censed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and in accordance with any written agreement between Borrower and Lender or applicable level. and Lender or applicable law.

9. 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.

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

are hereby assigned and shall be paid to Leader.

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 plue to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property inmediately 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 Leader otherwise agree in writing, the sums secured by his 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Leader otherwise agree in writing or toless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. are then due.

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 falls to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at it option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, who were or not then

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

amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Whiver, fixtension 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 Hability 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 under 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.

remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Ca-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.

13. Long Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum from charges, and that law is finally interpreted so that the interest or other loan charges collected or to be

toan 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.

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 design

nates 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 boneficial 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 Lander 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 falls to pay these sums prior to the expiration of this period, Leyder may invoke any remedies permitted by this Security Instrument without further notice or

demand on Borrower.

18. Borrower's light to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of his 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 Londer all sums which then would be due under this Security Instrument and the Note of a no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenser incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) these 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 contribe inchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration and occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Lour Servicer. The Note or a partial interest in the Note Greather with this

19. Sale of Note; Change of Loan Server. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or mery imes 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, horrower will be given written notice of the change in accordance with paragraph 14 above and applicable my. 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 cause or perpit the presence, use, disposal, storage, or release of any liazardous Substances on or in the Property. Borrower area not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Lars. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantums of Tozardous Substances that are generally recognized to be appropriate to normal residential uses and to main enauce 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 remediants: 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 pesticles and herbicides, volatile solvents, materials confairing aspestes or formaldehyde, and radioactive materials. As used in his paragraph 20, "Environmental Law premise 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 natice is given to Borrower, by which the default must be cured; and (d) that fallure 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 florrower 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 forcelosure. If the default is not cared on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sams secured by this Security Instrument without further demand and may forcelose this Scenrity Instrument by Judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies pravided 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 in the Property.

Adjustable Rate Rider	Later 14	nlum Rider	1. 4 Family Rider	
Graduated Payment Rider	Plannod	Planned Unit Development Rider Blweekly Payment Rider		
Balloon Rider		provement Rider	Second Home	Ridor
Other:				
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This instrument was prepared by: STM Mortgage Company, a Texas corporation, d/b/aThe Chief Financial Group, 1870 Roselle Road, Suite #107, Schaumberg, IL 60195.

Property of Cook County Clerk's Office