

# UNOFFICIAL COPY

RECORDED BY: B. H. KOKOP JR.  
HINSDALE FEDERAL SAVINGS AND LOAN  
P.O. BOX 386 HINSDALE, ILLINOIS 60521

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 DEC 30 PM 12:19

86625168

BOX 333-CA

14<sup>00</sup>

[Space Above This Line For Recording Data]

LOAN # 001-10673304

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 19, 1986. The mortgagor is ERIC S. STECKHAN AND CATHERINE L. STECKHAN, HUSBAND AND WIFE. ("Borrower"). This Security Instrument is given to HINSDALE FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the UNITED STATES, and whose address is P.O. BOX 386, GRANT SQUARE, HINSDALE, IL 60521. ("Lender"). Borrower owes Lender the principal sum of NINETY-FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 95,000.00). 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 AUGUST 1, 2001. 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 208 IN PARK HILL SUBDIVISION UNIT NO. 6, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

X PERMANENT TAX NUMBER: 27-15-400-004 (UNDERLYING PROPERTY)

86625168

X which has the address of 15560 HELEN ORLAND PARK  
60462 (City)  
Illinois 60462 (Street) ("Property Address");  
(Zip Code)

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."

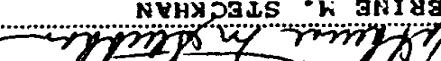
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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 jurisdiction to constitute a uniform security instrument covering real property.

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My Commission expires: **4/26/88**

<p>Given under my hand and official seal, this <b>19th</b> day of <b>April</b>, <b>1986</b>.</p> <p style="text-align: center;"><b>26<sup>th</sup></b></p> <p>set forth.</p>	<p><i>[Handwritten Signature]</i></p>
<p>I, <b>DONALD E. HILLARRE</b>, a Notary Public in and for said County and State,</p> <p>do hereby certify that ERIC S. STECKMAN and CATHERINE M. STECKMAN</p> <p>..... personally known to me to be the same person(s), whose name(s) are .....</p> <p>..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they .....</p> <p>..... signed and delivered the said instrument as <b>THEIR</b> free and voluntary act, for the uses and purposes therein</p>	

<p>Instrument and in any rider(s) executed by Borrower and recorded with it.</p> <p>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.</p>	 <b>ERIC S. STRECKAN</b> <input checked="" type="checkbox"/> <p>ERIC S. STRECKAN Borrower (Seal)</p>	<p>CATHBRINE M. STRECKAN   <b>CATHBRINE M. STRECKAN</b>  <input checked="" type="checkbox"/>   <p>CATHBRINE M. STRECKAN Borrower (Seal)</p> </p>
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<p>22. Rider(s) of Homestead. Borrower shall pay any reasonable attorney costs.</p> <p>23. Rider(s) to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.</p>	<p>24. Adjustable Rate Rider</p> <p>25. condominium Rider</p> <p>26. Family Rider</p>
<input checked="" type="checkbox"/> Other(s) [Specify] MORTGAGE RIDE-R-PARAGRAPH 17 SUPPLEMENT	
<input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Planned Unit Development Rider	

19. **NON-UNIFORM FORMS GOVERNING BORROWER'S 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the breach; (b) the action required to cure the breach; and (c) that failure to cure the breach within 30 days from the date of notice as given to Borrower, by which time the default must be cured; (d) that failure to cure the breach within 30 days from the date of notice as given to Borrower, by which time the default must be cured; (e) the notice shall specify (but not prior to acceleration) the remedies available to Lender if the breach continues after the date specified in paragraph 13 and 17 and 17 days after notice has been given to Borrower.

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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 7 shall become additional debt of Borrower secured by this Note until paid in full.

see little result for meager units' leader's rights in the meager institutions. 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 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 Security Instrument, paying reasonable attorney fees and expenses on the Property to make repairs. Allthough

6. Preservation and Maintenance of Property: Lessees shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall remain liable for the maintenance and repair of the Property.

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 payment damage to 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting under paragraph 19 the acquisition shall pass to Lender to the extent of the sums secured by this Security interest.

out of the Property damage, if the restoration of repair is economicall feasible and Lender's security is not lessened, if the restoration of 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. The 30 day period will begin when the notice is given.

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 does, Borrower shall promptly give to Lender receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly give to Lender all recoveries of paid premiums and renewals. Lender and Borrower shall promptly notify each other of all changes in insurance or otherwise in writing. Insurance proceeds shall be applied to restoration or replacement and Lender and Borrower shall be liable for all costs of such repair or replacement.

5. **Hazard 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 for which Lender requires insurance coverage. This insurance shall be maintained in the amounts and for the periods that Lender requires, and any premium paid by Borrower shall be charged by Lender to the account subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall prominently display on each instrument executed by the Lender which has priority over this Security interest in a manner acceptable to the Lender; (a) contents in writing to the payee of the obligation in accordance with which has priority over this Security interest in instruments units Borrows; (b) any instrument executed by the obligor in accordance with which has priority over this Security interest in instruments units Borrows;

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, rents and impositions attributable to the property which may arise over this security instruments, and leasehold payments of ground rents, if any.

Borrower shall pay all taxes, assessments, charges, rents and impositions attributable to the property which may arise over this security instruments, and leasehold payments of ground rents, if any.

5. Covenants; Lenses. Borrower shall pay all taxes, assessments, charges, rents and impositions attributable to the property which may arise over this security instruments, and leasehold payments of ground rents, if any.

6. Payment of Taxes. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph.

3. **Provisional charges**: These charges are levied on the basis of estimated amounts payable by the user under the terms and conditions of the service contract.

Open period when the term of this Fund is less than one year, all purchases, all sales and all transfers shall be effected by telephone.

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be paid to Borrower or credited to Borrower's option, either promptly or at the option of the Funds held by Lender to pay the escrow items when due, if the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one of the following ways:

If the amounts of the Funds held by Legendre, together with the future monthly payments of Funds payable prior to this Securitization Trustee, the Funds are pledged as additional security for the sums secured by purpose for which each debits to the Funds was made. The Funds are pledged as additional security for the sums secured by

Lender may agree in writing that interest on the funds and applicable fees shall be paid on the Funds. Unless an agreement is made or applicable law requires otherwise, Lender shall give to Borrower, without accountings of the Funds showing credits to or debits to the Funds and the

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or certifying the escrow items, unless Lender holds the funds for a longer period of time than the escrow items, unless Lender has a shorter period of time than the escrow items.

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may affect this Security Instrument; (b) yearly loss-of-liquorage insurance premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly

the principal of Principe and Interests; Prepayment and Late Charges. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay interest on the debt evidenced by the Note and any prepayment and late charges as provided under the Note.

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LOAN NO. 001-1067330

## RIDER

This Rider is made this NINETEENTH day of APRIL, 19 86,

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to ELNSDALE FEDERAL SAVINGS and LOAN ASSOCIATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 15560 HELEN

ORLAND PARK, IL 60462  
(PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

  
ERIC S. STECKHAN

(BORROWER)

(Seal)

  
CATHERINE A. STECKHAN

(BORROWER)

(Seal)

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