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When Recorded Mail To

FIRST NATIONALDE BANK, A FEOERAL SAVINGS BANK DOQUMENT CONTROL P. Ø. BOX 348450 SACRAMENTO, CA 95834-8450 90446755

Prepared by: KATHY DE COSTER

1520 KENSINGTON ROAD

SUITE 300

OAK BROOK, IL 605210000

(Space Above This Line For Recording Data)

DOC. 020

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 07, 1990 NICHOLAS H. STEINBACH AND DONNA J. STEINBACH, HUSBAND AND The mortgager is

WIFE

DEPT-01 RECORDING 144444 TRAN 1500 09/13/90 09:56:00 \$0076 \$ D \$ 90-446755 COOK COUNTY RECORDER

("Borrower").

strument is given 1.4 FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK
, which is organized and existing under the laws of THE UNITED STATES OF
, and whose address is 700 MARKET STREET, SAN FRANCISCO, CA 94102 This Security Instrument is given to

AMERICA

("Lender"), Borrower owes

Lender the principal sum of SEVENTY E1311 THOUSAND AND 00/100

Pollars (U.S. \$ *******78,000.00). This debt is evidenced by Borrower's note date the same date as this Securi y Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER U1, 2005. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with integral, and all renewals, extension and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to privat 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 COK

County, Illinois:

LOT 4105 IN WEATHERSFIELD UNIT 4, BEING A SUBDIVISION IN SECTIONS 20, 28 AND 29, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON AUGUST 31, 1961 AS DOCUMENT NO. 18263706 IN COOK COUNTY, ILLINOIS.

Permanent Tax Number:

07-29-204-038

which has the address of

1506 DEDHAM LANE 60193-0000 SCHAUMBURG, IL

("Property Address");

Together With all the improvements new or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minoral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the proporty. 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 domands, 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.

-90-446755

CLOSER ID: 10276 FNMA/FHLMC Uniform Instrument 3014 12/83 ALM1 Page 1 of 4 L0959 (R04) 7/90 IL - Single Family

Loan # 0047641930

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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 the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londer, Berrower shall pay 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-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of luture escrow items.

The Funds shall be held in an institution the deposits or accounts 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. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrew items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge,

A charge assessed by the Lender in connection with Borrower's entering into this Security Agreement to pay the cost of an

independent tax reporting service shall not be a charge for purposes of the preceding sentence.

Borrower and Lender may agree in writing that inforest shall be paid on the Funds. Unless an agreement is made or applicable lew requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and dobits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the luture monthly payments of Funds payable prior to the due dates of the escrow items, shall e coor the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Londer is not sufficient to pay the escrow items when au, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Londer at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts, Wiess applicable law provides otherwise, all payments received by Londor undor Paragraphs 1 and 2 shall be applied: first, to late charges due unue, the Note; second, to prepayment charges due under the Note; third, to amounts payable

under Paragraph 2; fourth, to interest due; and 15.41, to principal due.

4. Charges; Liens. Borrower shall pay all times, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and Rasohold payments or ground reats, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly to the person ewed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Il Borrower makes these payments directly, Borrower shall promptly turnish to Lender receip is e /ir encing the payments.

Borrower shall promptly discharge any lien which has relicity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner accuptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or for to ture of any part of the Property; or (c) secures from the holder of the lion an agreement satisfactory to Lender subordinating the lien to this Socurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the liea, 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. 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. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance providing the insurance shall be chosen

by Borrower subject to Lunder's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include .. 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 less, Borrower shall give prompt notice to the insurance carrier and Leader. 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 sectoration or repair of the Property damaged, if the restoration or repair is economically leasible and Londer's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Security Instrument, whother 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 Londer that the insurance carrier has offered to settle a claim, then Londer may collect the has lance proceeds. Londer may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whather or not then due. The 30-day period will begin when the notice is given.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extent 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 19 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. Proservation and Maintenance of Property; Leaseholds, Borrower 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, Borrower shall comply with the provisions of the lease, and 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; Mortgage Insurance, If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lendor's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lendor's rights in the Property. Lendor's actions may include paying any sums secured by a tion which has priority over this Security Instrument, appearing in court, paying reasonable attornay's 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 dobt 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.

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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. Condomnation. The proceeds at 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 Londer.

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 sum, 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 reasont I any domand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or enedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assients Bound; Joint and Several Liability; Cosigners. 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 cosigns this Security Instrument but does not execute the Note: (a) is cosigning 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 colinated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, and ify, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's consunt.

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 (na) ges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by fina amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded parmit od 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 enaction on 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 they invoke any remedies permitted by Paragraph 19. If Lender

exercises this option, Lender shall take the stops specified in the second 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 it st 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 Inderal 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 and the provisions of this Security Instrument and the Note are declared to be set e able.

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 pers in) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Society Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Society Instrument.

If Lender exercises this option, Lender shalf give Borrower notice of acceleration. The notice shall provide a seried 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 attorney's 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 13or 17.

CLOSER ID: 10276 ENMA/FHLMC Unitorin Instrument 3014 12/83

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13. Paramerical Higher is Replaced to the States and a second to antique actival acting earliesters out that the filled this activities in the contract of the contract of Surgery and at his survey of more off his to chestry at out I transcription for where the Foundation included the Store of the final training the store is a contract Notice promote consequently one entirest that I was sumediffical treat left to built was a great for a speciment to be represented by the second of the second secon er Constant and Francisco Consults in the Consults of the Property Pennsylvanian Consults The bree was in part left payed rine and trough it while well want of by mail and the In faller gettel incohen High philateless on make the high high their same same antiparecents, estimation beneficient, register and out graye teerstance photocol

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Non-Unitorm	Covenants.	Dorrower and	Lunger iui	ruier covulum i	เหมเบลยเบบสราบเ	JUWS.

19. 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 Paragraphs 13 and 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 delault must be cured; and (d) that failure to cure the delault on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forcelosure 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 forcelesure proceeding the non-existence of a default or any other defense of Borrower to accoleration and forcelesure. 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 domand 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 19, including but not limited to, reasonable atterney's fees and costs of title evidence.

20. Londor in Possession. Upon accoloration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of ronts, including, but not limited to, receiver's fees, promiums on receiver's bonds and reasonable atterney's fees, and then to the sums

secured by this Security Instrument.

21. Release, Una 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.

22. Water 61 11 Mested Contower water attrigit of fiditestead exemption in the Property.	
23, Riders to this focurity Instrument. If one or more riders are executed by Borrower and recorded together with this Secur	rity
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants	ងរា
agreements of this Security inclument as if the rider(s) were a part of this Security Instrument, (Check applicable box(es))	

Adjustable Rate (cid.) Graduated Payment Lide Other(s) (specify)	Condominium Rider Planned Unit Development Rider Convertible Rider	1-4 Family Ridor
By Signing Below, Borrower a in any rider(s) executed by Borrower and	eccrets and agrees to the terms and covenants record d with it.	contained in this Security Instrument and
Milolos A Steinland	904	9.7-90
NACHOLAS H. STEINBACH	· Co,	9-7-90 Date
DONNA J. STEINBACH	7/2	Date
	C	Date
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	(Space Below This Line For Acknowledgment)	
STATE OF ILLINOIS COUNTY OF Caulo	(ss.	
the ender Sida NOT	ARY PUBLIC IN AND FOR SAID COUNTY	AND STATE DO HEREBY CERTIFY
PERSONS WHOSE NAMES ARE SUBSCRI N PERSON, AND ACKNOWLEDGED TH TREE AND VOLUNTARY ACT, FOR THI	PERSONALLY IBED TO THE FOREGOING INSTRUMENT IAT THEY SIGNED AND DELIVERED THE E USES AND PURPOSES THEREIN SET FO OFFICIAL SEAL THIS OFFICIAL SEAL THIS	, APPEARED BEFORE ME THIS DAY E SAID INSTRUMENT AS THEIR ORTH.
MY COMMISSION EXPIRES: $1/18/94$	Tarhler a Toppicial MALAF KATHLEEN A. HADAY	

10276 CLOSER ID:

FNMA/FHLMC Uniform Instrument 3014 12/83

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