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MORTGAGE

Loan # 35-3660126

92606749

THIS MORTGAGE ("Security Instrument") is given on
RONALD T. SCHIUTZ, DIVORCED NOT REMARRIED.

July 28, 1992

The mortgagor is

(*Borrower"). This Security Instrument is given to
HOME FINANCIAL GROUP, INC.

DEPT-11 \$31.50
187777, TRBN 0542 08/14/92 15:00:00
W0384 # 34-22-606749
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 5702 W. BELMONT AVENUE, CHICAGO, ILLINOIS 60634

(Lender"). Borrower owes Lender the principal sum of one hundred sixty-one thousand and no/100— Dollars (U.S. \$ 161,000.00).

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, 2022. 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, 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 147 IN STONEGATE, BEING A RESUBDIVISION OF H. ROY BERRY COMPANY'S EAST MORELAND, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, AND THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, LYING NORTHEASTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 03-33-106-006
which has the address of
Illinois 60004
[Zip Code]

335 S. WINDSOR DRIVE
("Property Address");

ARLINGTON HEIGHTS [Street, City],

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more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this instrument.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument.

These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this instrument.

4. Charities; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this instrument, and leasehold payments of ground rents, if any. Borrower shall pay third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment 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.

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 2, Lender shall acquire or sell the property, Lender prior to the acquisition or sale of the property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender to make up the deficiency in the case where Lender's sole discretion.

If the excess funds in accordance with the requirements of applicable law, if the amount of funds held by Lender in any time is not sufficient to pay the Escrow items when due, Lender may so justify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency.

If the Funds held by Lender exceed the amounts permitted by applicable law, Lender shall account to Borrowers twelve monthly payments, at Lender's sole discretion.

If the Funds were made, the Funds are pledged as additional security for all sums secured by this Security instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, unless Lender may require Borrower to pay Borrower any interest or earnings on the Funds, a charge for a one-time charge for the Escrow items, unless Lender pays a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless Lender may make up the deficiency in the case where Lender's sole discretion.

Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow items, unless Lender may require Borrower to pay a one-time charge for the Funds, usually analyzing the escrow account, or Escrow items, Lender, if Lender is subject to institution or in any Federal Home Loan Bank, Lender shall apply this Funds to pay the (including Lender, if Lender is subject to institution or in any Federal Home Loan Bank, Lender shall apply this Funds to pay the 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 Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 260 et seq. ("RESPA"), unless another law shall apply to the Funds related mortgage loans, my require Borrower to pay a one-time charge for the Federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally.

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any); (d) yearly hazard or property insurance premiums; (e) any sums payable by Borrower to Lender in accordance with Lender may, if any, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally.

and assessments which may attain priority over this Security instrument as a lien on the property; (b) yearly leasehold payments of 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 Lender for a federally.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender or a day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the property; (b) yearly leasehold payments of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

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

THIS SECURITY INSTRUMENT contains uniform security instrument covering real 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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payments may no longer be required, at the option of Lender, if no title insurance coverage (to 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 ends in accordance with any written agreement between Borrower 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 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 in which the fair market value of the Property immediately 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 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. 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 Lender otherwise agree in writing or unless 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.

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.

11. 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.

12. 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.

13. 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.

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.

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5. Hazard or Property Insurance. Borrower shall keep 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 option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender may make proof of loss if not made promptly by Borrower.

All 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 is damaged, if the restoration or repair is repairable. If the sum is not recovered, Lender's rights in the Security Interest and principal residence within sixty days after the execution of this Security Interest and shall continue to Lender until the date of occupancy, unless Lender or Borrower otherwise agrees in writing.

7. Unless Lender and Borrower otherwise agree in writing, the 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the acquisition of the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Interest.

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 2, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or injure the property, allow the property to deteriorate, commit waste on the property, Borrower shall not default if any forfeiture action or proceeding, whether civil or criminal, is taken that in Lender's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created, or, this Security Interest must or Lender's security interest. Borrower may secure such a default and repossess, as provided in Paragraph 1, by causing the action or proceeding to be dismissed with a writ of garnishment or otherwise materially impair the lien created, or, this Security Interest must or Lender's security interest. Borrower may impairment of the lien created by this Security Interest if Lender's evidence to the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as "principal residence. If this Security Interest is on a leasehold, Lender with any material impairment, during the loan application process, gave written notice to the Lender, Borrower shall also be in default if Borrower, during the loan application process, gave written notice to the Lender, Borrower shall also be in default if Borro

7. Protection of Lender's Rights. Unless Lender fails to perform, the convenants and agreements contained in this Security Interest, 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 laws or regulations), then Lender may do and proceed with any material impairment, or the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as "principal residence. If this Security Interest is on a leasehold, Lender with any material impairment, during the loan application process, gave written notice to the Lender, Borrower shall also be in default if Borro

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 instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. Lender reserves to obtain coverage subsantially equivalent to the mortgage insurance previously in effect, from a cost substantially equivalent to cost to Borrower of the mortgage insurance previously in effect, 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 is not available. Borrower shall pay to Lender the cost of maintaining the insurance coverage in effect, if the insurance coverage is not available to Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender reserves to obtain coverage subsantially 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 a cost substantially equivalent to the insurance coverage required by Lender. If the insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage insurance to Lender 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 a cost substantially equivalent to the insurance coverage required by Lender.

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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 cause 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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My Commission Expires 9/1/75
HIS COMMISSION EXPIRES 9/1/75
NOTARY PUBLIC
"OFFICIAL SEAL"

www.ERIIL101011

This instrument was prepared by: DAVID A. DUNNAM

My Commission Expires:

GIVEN under my hand and official seal, this 28th day of July 1992
free and voluntary act, for the uses and purposes herein set forth,
signed and delivered the said instrument, appeared before me this day in person, and acknowledged that he
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person as whose name(s)

RONALD T. SCHILLER, DIVORCED NOT REMARRIED
that

a Notary Public in and for said county as aforesaid do hereby certify

County ss:

Borrower
(Seal)

Social Security Number

Borrower
(Seal)

Social Security Number

Borrower
(Seal)

Social Security Number

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

- Check applicable boxes (e) []
- Adjustable Rate Rider
 - Condominium Rider
 - Biweekly Payment Rider
 - Planed Unit Development Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [specify]
- V.A. Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Payment Rider

2A. Rider(s) 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 this Security Instrument as if the rider(s) were a part of this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instrument. If one or more riders are recorded by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

RECORDED AND RETURN TO:
HOME FINANCIAL GROUP, INC.
4180 RFD - SUITE 102
LONG GROVE, ILLINOIS 60047