

# UNOFFICIAL COPY

92811413

9 2 8 1 1 4 1 3

PREPARED BY:  
KAREN L. PANKONIN  
SCHAUMBURG, IL 60173-4273

RECORD AND RETURN TO:

MIDLAND FINANCIAL MORTGAGES, INC.  
1821 WALDEN OFFICE SQUARE-STE. 555  
SCHAUMBURG, ILLINOIS 60173-4273

DEPT-01 RECORDINGS \$31.50  
763888 TRAN 4129 10/30/92 15122000  
67714 G 4-92-811413  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

SP2811413

## MORTGAGE

2005-32038

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 12, 1992**, by **JEFFREY W. VAN STEEN** and **BONNIE M. VAN STEEN, HUSBAND AND WIFE** ("Mortgagors"), to **MIDLAND FINANCIAL MORTGAGES, INC.** ("Lender"), whose address is **STATE OF IOWA**, and whose address is **206 6TH AVENUE-SUITE 101**, **DES MOINES, IOWA 50309**, for the sum of **ONE HUNDRED SIXTY THREE THOUSAND AND 00/100** Dollars (U.S. \$ **163,000.00**).

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 **NOVEMBER 1, 2007**. 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 15 IN BLOCK 2 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

which has the address of **1738 WEST NEWPORT AVENUE, CHICAGO**  
Illinois 60657  
[Zip Code]

82811413

# UNOFFICIAL COPY

Borrower shall prominently disclose in any loan document that security interests in personalty over this property will not be valid for 10 days after giving notice of non-delivery.

4. **Chargesa; Liens.** Borrower shall pay all taxes, assessments, chitties, fines and impositions within his property which may attach priority over his Security instrument, and lendee hold priority or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay to the person owed payment. Borrower shall promptly furnish to Lender notices of impositions to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts verifying the payment.

**3. Application of Payment, Unless otherwise provided, all payments due under this Note shall be applied first to any prepayment due under the Note; second, to amounts due under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.**

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder in any time is not sufficient to pay the Escrow items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in the event monthly payments, if Lennder's sole discretion.

The Funds shall be held in an institution whose depositors are insured by a federal savings and loan insurance, or similarly incorporated, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall initially invest the escrow items, Leader may not charge Brokerage fees for holding and applying the Funds, usually initially using the escrow account, or eventually investing the Funds in a trust or other entity which has the power to invest the Funds in any manner desired by the escrow holder. Leader shall be entitled to receive a percentage of the escrow items, unless Leader pays Brokerage interest on the Funds and applies them to pay Brokerage fees for holding and applying the escrow items, Leader to take such action as Escrow items, unless Leader pays Brokerage interest on the Funds and applies them to pay Brokerage fees for holding and applying the escrow items, Leader may not charge Brokerage fees for holding and applying the Funds, usually initially using the escrow account, or eventually investing the Funds in a trust or other entity which has the power to invest the Funds in any manner desired by the escrow holder. Leader shall be entitled to receive a percentage of the escrow items, unless Leader pays Brokerage interest on the Funds and applies them to pay Brokerage fees for holding and applying the escrow items, Leader may not charge Brokerage fees for holding and applying the Funds, usually initially using the escrow account, or eventually investing the Funds in a trust or other entity which has the power to invest the Funds in any manner desired by the escrow holder. Leader shall be entitled to receive a percentage of the escrow items, unless Leader pays Brokerage interest on the Funds and applies them to pay Brokerage fees for holding and applying the escrow items, Leader may not charge Brokerage fees for holding and applying the Funds, usually initially using the escrow account, or eventually investing the Funds in a trust or other entity which has the power to invest the Funds in any manner desired by the escrow holder.

**Escrow items or otherwise in escrow nice with application law.**

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 ("Funds") for (a) yearly taxes and assessments which may fall in priority over this Security Instrument as it then exists ("Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly property insurance premiums; (d) yearly flood insurance premiums; or (e) yearly mortality insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of monthly 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 set forth in the Note and hold Funds in an amount not to exceed the maximum amount set forth in the Note, unless a lesser amount, if any, is demanded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise lawfully permitted or required by Borrower's escrow institution under the federal Home Settlement Procedures Act of 1974 as amended from time to time, collects and holds Funds in an amount not to exceed the lesser amount, sets a lesser amount, if any, and collects and holds Funds in an amount not to exceed the lesser amount.

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** combines uniform convenants for national use and non-uniform convenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Institutional. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERETOFER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES; AND

# UNOFFICIAL COPY

**5. Hazard or Property 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, 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 approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 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 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 notice 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 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. Borrower 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes 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 loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan 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 the 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 legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulation), 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 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 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 Borrower requesting payment.

**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 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 cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1991

98311013

Form 3014, 000

GRILL 10101

Page 3 of 8

# UNOFFICIAL COPY

Form 3014 9/92  
DPS 1082

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

### To be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law of the jurisdiction in which Property is located. In the event that any provision or clause of this Security Instrument 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

Leender's address stated herein or any other address Leender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Leender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in 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

penalty item in Section 11, "Fees and charges imposed on telephone bills under the Note.

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 interests of 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 minimum 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 him under the terms of this instrument.

Secured by this Security Instrument; and (c) agrees that Lender and any other holder who may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigees Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

successors in interest. Any forfeiture by Lender in excess of any right or remedy shall not be a waiver of or preclude the

postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments.

Lender or Servicer or Seller for whomsoever may be in writing, any application of proceeds to principal shall not extend or  
secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offered to make in

be applied to the sums secured by this Security instrument whether or not the sums are then due.

Security Instrument immediately before the asking, unless Borrower and Lender otherwise agree in writing, the sum accrued by this instrument shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the Property immediately before the asking, divided by (a) the total amount of the sums secured immediately before the asking.

In the event of a total taking of the property, the proceeds will be applied to the sum necessary to repair or replace the same.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, the holder assigned and shall be paid to Lender.

Borrower notice at the time of or prior to an application specifically referring to the lease agreement.

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Payments may no longer be required, in the option of Lennder, if mortgagor insures coverage (in the amount and for the period

**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 insure 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.

DPS 1093

Form 3014-B-90

# UNOFFICIAL COPY

DPS 1094

My Commission Expires May 7, 1994  
Page 6 of 8

WANDA E. STEARNS

Notary Public

NOTARY PUBLIC, STATE OF ILLINOIS

1994

My Commission Expires May 7, 1994  
Page 6 of 8

NOTARY PUBLIC, STATE OF ILLINOIS

1994

Given under my hand and official seal, this 12 day of  
free and voluntary act, for the uses and purposes herein set forth.

ma this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR  
personally known to me to be the same persons) whose name(s) subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR

JEFFREY W. VAN STEEN AND BONNIE M. VAN STEEN, HUSBAND AND WIFE

county and state do hereby certify that

a Notary public in and for said

WANDA E. STEARNS

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

in any rider(s) executed by Borrower and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- |   |   |   |   |                                       |  |   |  |                                     |
|---|---|---|---|---------------------------------------|--|---|--|-------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider  | <input type="checkbox"/> Condominium Rider  | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Family Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Other(s) (Specify) |   |   |                                       |  |   |  |                                     |

(Check applicable box(es))

24. Riders 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 each such rider shall be incorporated into and shall amend  
and supplement the provisions and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument.

2005-32038