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3/02

WHEN RECORDED MAIL TO

TCF MORTGAGE CORPORATION

801 MARQUETTE AVENUE
MINNEAPOLIS, MN 55402
LOAN NUMBER: 591853949COOK COUNTY, ILLINOIS
RECORDED IN THE RECORDS

10 DEC 20 PH 2-12

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[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 14TH, 1992**.
The mortgagor is **PAUL K STEVENS AND MARY J STEVENS, HUSBAND AND WIFE**.

TCF MORTGAGE CORPORATION
which is organized and existing under the laws of **MINNESOTA**
801 MARQUETTE AVENUE, MINNEAPOLIS, MN 55402

("Borrower"). This Security Instrument is given to

, and whose address is

("Lender"). Borrower owes Lender the principal sum of **FIFTY EIGHT THOUSAND FIFTY AND NO/100 Dollars (U.S. \$ 56,050.00)**. 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 **JANUARY 1ST, 2023**. 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 45 IN BLOCK 14 IN STREAMWOOD UNIT NO. 4, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1958 AS DOCUMENT NUMBER 17188252, IN COOK COUNTY, ILLINOIS

PIN# 06-23-307-045
which has the address of **406 SOUTH OLTENDORF LANE**
(Street)
Illinois **60193** **(Zip Code)** **(Property Address):**

STREAMWOOD
(City)

ILLINOIS - Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 18761 (9103)
MFIL3112-04/91

BOX 15

Form 5014 9-90 (page 1 of 6 pages)

Great Lakes Business Forms Inc. ■
To Order Call: 1-800-530-8220 ■ FAX 616-751-1101

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009-1 2021/06/16 10:00:00
2021/06/16 10:00:00

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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 terms or conditions, for which Lender requires insurance.

Shareholder shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to continue using the payables, or (b) conveys in good faith to Lender, (c) conveys in a manner acceptable to Lender, or (d) conveys in writing to the obligee(s) secured by the lien in a manner acceptable to Lender, or (e) conveys in a manner acceptable to Lender, or (f) conveys in a manner acceptable to Lender, or (g) conveys in a manner acceptable to Lender, or (h) conveys in a manner acceptable to Lender, or (i) conveys in a manner acceptable to Lender, or (j) conveys in a manner acceptable to Lender, or (k) conveys in a manner acceptable to Lender, or (l) conveys in a manner acceptable to Lender, or (m) conveys in a manner acceptable to Lender, or (n) conveys in a manner acceptable to Lender, or (o) conveys in a manner acceptable to Lender, or (p) conveys in a manner acceptable to Lender, or (q) conveys in a manner acceptable to Lender, or (r) conveys in a manner acceptable to Lender, or (s) conveys in a manner acceptable to Lender, or (t) conveys in a manner acceptable to Lender, or (u) conveys in a manner acceptable to Lender, or (v) conveys in a manner acceptable to Lender, or (w) conveys in a manner acceptable to Lender, or (x) conveys in a manner acceptable to Lender, or (y) conveys in a manner acceptable to Lender, or (z) conveys in a manner acceptable to Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, LLC, under paragraph 21, Lender shall acquire all 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.

If the Funds held by Lender exceed the amounts permitted in b, held by applicable law, Lender shall account to Board for the excess Funds in accordance with the requirements of applicable law; if the amount of the Funds held by Lender exceeds the amount necessary to pay the Escrow items which due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

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

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

monetary value and carry the Property and that the Property is unencumbered, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to instantaneously all of the foregoing is referred to in this Security Instrument as the "Property".

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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 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 regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance 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

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1311-154-918 X: 2 0000-005-000
Spartanburg County, South Carolina

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18. Borrower's Right to Reinstatc. 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

11. Leender exercizes his option, Leender shall give Barrower 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 Barrower must pay all sums secured by this instrument. If Barrower fails to pay these sums prior to the expiration of this period, Leender may invoke any remedies permitted by this Security Instrument without further notice or demand on Barrower.

and it is sort of a punishment tactic in domestic violence cases. In other words, if a woman has been physically abused by her partner, she may be forced to leave her home and go to a shelter, which can be a difficult and dangerous experience. This is particularly problematic for women who are pregnant or have young children.

16. Borrower's copy. Borrower shall be given one copy of the promissory note and the Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument or clause of this Note which contradicts or 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 the extent that the provisions of this Security Instrument and the Note are

mailing it by first class mail unless application of another method. The notice shall be directed to the property address or any other address. Second notice shall be directed to the property address or any other address by certified mail to Lender's address stated herein or to any other address Lender designates by notice to Borrower. Any notice given by first class mail to Lender or to any other address by notice to Lender. Any notice given by certified mail to Lender shall be deemed to have been given to Borrower or Lender. When given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender as given as provided for in this Security Instrument.

14. **Nettiers.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to by prepayment under the Note.

[3] **Loan Charges.** [1] 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 a borrower which exceed the permitted limits will be

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

11. Borrower is released; Robearance Not a Lawyer. Extension of the time for payment of principal or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest Lender shall not be required to release the liability of the original Borrower or Borrower's successor in interest Lender to pay the amounts due under this instrument by reason of any exercise by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offices to receive a award of 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, all its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due.

any condominium or other interest of any part of the property, or for conveyance in trust or condominium, are hereby assigned and shall be paid to lender.

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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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Form 3112-X90 (page 6 of 6 pages)
WCC 1-180-025-0003 FAX 315-751-1111
U.S. Small Business Agency

{CC016} 979261 032

801 HARGUETTE AVENUE, MINNEAPOLIS, MN 55402

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TCF MORTGAGE CORPORATION

This instrument was prepared by

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14TH DECEMBER , 1953

MY COMMISSION EXPIRES 3/12/96
NOT ANY PUBLIC STATE OF ILLINOIS
CHICAGO AREA MALL

and delivered the said instrument as **cheque** free and voluntary act, for the uses and purposes herein set
subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they
are personally known to me to be the same person(s) whose name(s) are
signed

do hereby certify that PAUL K STEVENS AND MARY J STEVENS, HUSBAND AND WIFE

a. Noisy public in and far said country and state.

Country ss:

STATE OF ILLINOIS

| | |
|-----------------|---------------------------------------|
| Mark J. Stevens | Social Security Number 049-40-8525 |
| (Seal) | Borrower |
| M.A. D. S.C. | Borrower Borrower (Seal) |

| | |
|---|-----------------|
| Social Security Number <i>(Seal)</i> | _____ |
| Borrower <i>(Seal)</i> | _____ |
| Social Security Number <i>(Seal)</i> | 346-40-7087 |
| Borrower <i>(Seal)</i> | PAUL K. STEVENS |

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BY SIGNING BELOW, Batorware accepts and agrees to the terms and conditions contained in pages 1 through 6 of this Security Agreement and in any other(s) executed by Batorware and recorded with it.

| | | | | | | | | |
|--|--|--|--|---|---|--|--|---|
| <input type="checkbox"/> Adjustable Race Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Grandparent Rider | <input type="checkbox"/> Graduated Pyramid Rider | <input type="checkbox"/> Biweekly Pyramid Rider | <input type="checkbox"/> Race Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Grandparent Rider | <input type="checkbox"/> Graduated Pyramid Rider | <input type="checkbox"/> Biweekly Pyramid Rider | <input type="checkbox"/> Race Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Other(s) [specify] |

2.2. **Riders to this 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. (Check applicable box(es))