

UNOFFICIAL COPY

92198217

THIS INSTRUMENT PREPARED BY
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 60615
CITY OF INDUSTRY, CALIFORNIA 91746-0015
[LICEN. NO. 146991-1]

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS

[Space Above This Line for Recording Data]

DEPT-11 RECORD-IT

\$29.50

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
19 52, The mortgagor is
DOUGLAS M. STURM AND ELIZABETH STURM, HUSBAND AND WIFE

FEE PAYABLE #7272 # L *-92-198217
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to HOME SAVINGS of AMERICA FSB which is organized and existing under the law of the United States of America, and whose address is 3900 Rivergrade Road, Irwindale, California 91706-1404 ("Lender"). Borrower owes Lender the principal sum of

NINETY-FIVE THOUSAND AND NO/100

Dollars (US \$ 95,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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.

LEGAL DESCRIPTION AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.

A.HICKS

LAND TITLE COMPANY

TL-112019-C1

COMMONLY KNOWN AS 891 WEST GRANT DRIVE, UNIT A, B & C, TOWNSHIP 41,

FTN: 09-19-207-002

Lot 26 in Block Seven (7) in Des Plaines Village, a Resubdivision of certain Lots and Blocks in Hemorian Villas, said Hemorian Villas, being a Subdivision of the West Half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) of Section 20, (except the Easterly 503 foot measured at right angles to the East line thereof) also the East Half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) of Section 19, (except the West 173 feet thereof), all in Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 09-19-207-002

Exhibit A

LICS6786

which has the address of 891 WEST GRANT DRIVE
[Street]

DES PLAINES
[City]

Illinois 60014
[Zip Code] ("Property Address").

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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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 of change the amount of the payments under Paragraph 2 if 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.

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 until payment in full is made. Borrower shall give prompt notice to the underwriter if loss or damage occurs.

5. Hazard or Property Insurancce. Borrower shall keep the improvements in a satisfactory condition as the property insurancce underwriter may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

Borrower shall promptly disclose any default or deficiency in the payment of the principal or interest of the Security Instrument or any other term of the Security Instrument.

as set forth in the preceding paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. Challenges and Implications for the Future Future research should pay attention to the challenges, trends, and implications attributable to the people's changing roles in the assessment process. For example, the shift from teacher-centered to student-centered assessments may require teachers to develop new skills and knowledge, such as how to facilitate group discussions and how to evaluate students' work. Additionally, the shift from teacher-centered to student-centered assessments may require teachers to change their teaching styles and approaches, such as by encouraging students to take ownership of their learning and by providing them with more opportunities for self-assessment and reflection. The shift from teacher-centered to student-centered assessments may also require teachers to change their grading practices, such as by moving away from traditional letter grades and towards more holistic evaluations that consider multiple sources of evidence and multiple dimensions of performance.

3. Application of Payments. Unless otherwise provided, all payments received by Lender under this instrument shall be applied first, to any unpaid charges due under the Note; second, to amounts payable under paragraphs 1 and 2 that have accrued since the date of the Note; and last, to any late charges due under the Note.

Upon whose written and mutual agreement, the said Lender shall receive payment of the sum or sums herein specified, and the Lender shall be entitled to sue for the same in the name of the Borrower.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Lenses when due, Lender may so notify Borrower in writing, and, in such case Borrower shall make up the deficiency by paying to Lender the amount necessary to make up the deficiency.

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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 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 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 requires 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 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 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 a 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.

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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 following Borrower's 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, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure pro-ceeding 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 of all sums secured by this Security Instrument 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 attorney fees and costs of title evidence.

22. Releases. Upon payment of all sums secured by this Security Instrument, Lender shall pay any recording costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

19. **Safe 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 holding the Note or a partial interest in the Note (together with this Security Instrument). The Note will also contain my other information required by applicable law.

18. Borrower's Right to Remitiate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued prior to the earlier of (a) 5 days (or such other period as applicable law may specify) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) certain of its instruments entitling this Security Instrument. Those conditions are that Borrower has paid all expenses incurred in enforcing this Security Instrument and the Note as is in no acceleration and the sum is secured by this Security Instrument. (c) pays all expenses incurred in enforcing this Security Instrument or (d) makes such action as Lender may reasonably require to assure that the title of this Security Instrument is unclaimed. Lender's rights under this Security Instrument and the Note shall remain fully effective as if no acceleration had occurred; this right to remitiate shall not apply in the case of a acceleration under Paragraph 17.

If Leander receives this option, Leander shall give Borrower notice of acceleration. In the notice shall provide a period of not less than 30 days from the date this notice is delivered to Borrower for payment of all sums secured by this Security Interest in full. If Borrower fails to pay these sums within which Borrower must pay all sums secured by this Security Interest in full, Leander may invoke any remedies permitted by this Security Interest or further notice or demand on Borrower.

are declared to be severable.

151. **Sovereign immunity**. This section may not be relied upon to give effect without the consent of the Notee.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mailing in by first class mail unless otherwise required by law or another method. The notice shall be given by delivery in writing or by mailing in by first class mail unless otherwise required by law or another method. The notice shall be given by delivery in writing or by mailing in by first class mail unless otherwise required by law or another method.

15. Construction and Interpretation. This Security Instrument shall be governed by federal law and the law of the state in which it is created or where Borrower resides.

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 amount necessary to reduce the charge to the loan to the permitted limits; and (b) any sums already collected from Borrower which exceeded the direct payment to Borrower, under this Note or by making a partial payment without a direct payment to Borrower, will be treated as a partial payment under the Note.

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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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) {specify} | | |

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

Witnesses:

Douglas M. Sturm

(Seal)
—Borrower

DOUGLAS M. STURM

Elizabeth Sturm

(Seal)
—Borrower

ELIZABETH STURM

(Seal)
—Borrower

(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

LOAN NO. 1409021-1

State of Illinois

County ss.

I, THE UNDERSIGNED
certify that

a notary public in and for said county and state, do hereby

DOUGLAS M. STURM AND ELIZABETH STURM, HUSBAND AND WIFE

personally known to me to be the same persons whose name(s) ARE subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument
as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25TH day of FEBRUARY

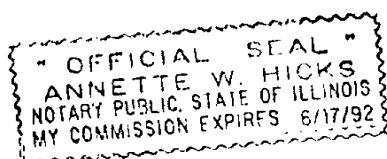
, 19 92

My commission expires:

6-17-92

Annette W. Hicks

Notary Public



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