

PREPARED BY:  
JEANETTE TESTA  
BLOOMINGDALE, IL 60108

# UNOFFICIAL COPY

RECORD AND RETURN TO:

92388912

AMERICAN SECURITY MORTGAGE  
125 EAST LAKE STREET-SUITE 201  
BLOOMINGDALE, ILLINOIS 60108

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 28, 1992  
CHARLES P. HELTZEL  
AND ANN M. HELTZEL HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
AMERICAN SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 125 EAST LAKE STREET-SUITE 201 BLOOMINGDALE, ILLINOIS 60108 . Lender ("Lender") Borrower owes Lender the principal sum of ONE HUNDRED FORTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 145,000.00 ).

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 JUNE 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 99 IN GREEN ACRES SUBDIVISION UNIT 3, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

• DEPT-01 RECORDING 137.00  
• 748888 TRAN 5825 06/03/92 14:15:00  
• 67610 ♦ E \*--92-388912  
• COOK COUNTY RECORDER

08-14-120-015

92388912

which has the address of 1213 WEST SUNSET ROAD, MOUNT PROSPECT Street, City ,  
Illinois 60056 ("Property Address"). Zip Code

Street, City ,

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMD -8R(IL) (9101)

VMP MORTGAGE FORMS 03-0203-0102 06096212293

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Form 3014 9/90

11/13/00  
11/13/00

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OFG 4800

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more of the documents set forth above within 10 days of the filing of notice.

In this Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall notify the lessor or lessee of this Security Instrument. If Lender determines that any part of the Property is subject to a loan which may affect the lessor or lessee's interest in the title to the Property to Lender, Lender's option operates to prevent the writing to the payee of the assignment executed by the lessor in a manner acceptable to Lender; (b) contains to good faith the lessor's signature over this Security instrument unless (a) agrees in full power shall promptly discharge any lessor which has priority over this Security instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts verifying the payment. To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if it paid in full amount, Borrower shall pay them on time directly which may affect security instruments of record, it may. Borrower shall pay the Property directly over this Security instrument, and subsequent payments of record, it may.

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions includable to the Property

and, to interest due, jointly, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to principal received by Lender under paragraph 2;

3. **Application of Funds.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

this Security instrument.

of the Property, shall apply any funds held by Lender at the time of application of such as a credit against the sum secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire all the Property, Lender, prior to the acquisition of any

Upson payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

overdue monthly payments, in Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account in no more than four the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender held by Borrower to pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Borrower when 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 to pay Borrower in writing, however, Lender shall give to Borrower

without charge, an annual accounting of the Funds, showing a day and details to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

asked by Lender in connection with this loan, unless, otherwise, an agreement is made in writing otherwise, Lender is liable to pay the Funds

any charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verifying the Borrower items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

Borrower items, Lender may not charge Borrower for holding and applying the Funds, usually multiplying the borrow account, or

inching Lender, if Lender is such as a situation where deposits are issued by a federal agency, trusteedly, or entity

The Funds shall be held in an account otherwise with applicable law.

Borrower items or otherwise in account otherwise with applicable law.

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 Funds

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RFSPA"), unless another law shall applies to the Funds

related mortgage loan may require for Borrower's account under 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 mortgagel insurance premiums, there items are called "Borrower items".

if any; (a) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f) yearly term life insurance premiums,

and assessments which may affect Lender's Security instrument as a lessor on the Property; (h) yearly term life insurance premiums

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

2. **Funds for Taxes and Insurance.** Subject to applicable law and late charges due under the Note.

principal 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

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

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT constitutes uniform covenant for national use and non-uniform covenants with limited

BORROWER COVENANTS that Borrower is lawfully seized of the title to 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.

BORROWER COVENANTS that Borrower is lawfully seized of the title to the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

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

TOGETHER WITH all the improvements now or hereafter erected on the property. All improvements and additions shall be covered by this Security

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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Form 3014 G 90  
DPS 1001

**B. After-Flight Inspection.** If damage is caused by this section, the pilot shall file the damage report in the flight log and forward it to the flight director or manager of the division in which the aircraft was flying at the time of the accident. If, for any reason, the instrument, bottomed, bottomed shall file the damage report in the flight log and forward it to the flight director or manager of the division in which the aircraft was flying at the time of the accident.

any amounts distributed by Lender under this paragraph, if such amounts exceed the Note rate and shall be paid first, with interest, upon notice from Lender or by deposit in the account of the Borrower maintained for the payment of principal and interest on the Note.

7. **Proportion of land under suggi in the Pampas.** It however fails to point out the various and abundant occurrences

**9. Characteristics, Properties, Behavior, and Protection of the Polymer**: Characteristics and Protection of the Polymer is a study of the properties of the polymer as a function of its structure. It includes discussions on the various ways in which the polymer can be modified to improve its properties. It also discusses the various methods used to protect the polymer from damage.

unless I agree and Borrower otherwise agree in writing, any application of proceeds of personalty shall not extend to

This class of under and bottomless off-trawlers is unique in its type; insurance premiums should be applied to the value of the property damaged, and the restoration of equipment required to repair it should be assessed, as under a sea-worthy vessel's insurance policy.

All institutional investors and pension funds are responsible for ensuring that their investments do not contribute to climate change or violate international law.

**5. Hazard of Property** Insurance: Insured 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.

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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 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, forgive 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.

DPB 1002  
Form 3014 9/80

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Form 301A-9-99  
DPS 1003

GRDLI 0000

23. **Waiver of Lienholder.** Borrower waives all right of lienholder's execution in the Property.  
without notice to Borrower, Borrower shall pay any tax or duty.  
22. **Kickback.** Upon payment of all sums so used by this Security Instrument, Lender shall release this Security Instrument  
21. **Indemnity, but not limited to, reasonable attorney's fees and costs of title attorney.**  
proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
caused by this Security Interest without further demand and may proceede this Security instrument by judicial  
before the date specified in the note, Lender, at its option, may cause immediate payment in full of all sums  
of the date of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on  
information Borrower of the right to remain after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security instrument, Borrower by judicial proceeding and sale of the Property. The note shall entitle  
(d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sums  
(e) a date, not less than 30 days from the date the note is given to Borrower, by which the default must be cured and  
applicable law provides otherwise). The note shall specify (a) the default (b) the action required to cure the default  
of any covenant in this Security instrument (but not prior to acceleration under paragraph 17 unless  
21. **Affirmation Kramedis.** Lender shall give notice to Borrower prior to acceleration concerning Borrower's breach  
NON-ENFORCEABLE PROVISIONS. Borrower and Lender further agree and agree as follows:  
relative to itself, subject to environmental protection  
this paragraph 20, "Environmental Law," means federal laws and laws of the states where the Property is located that  
persons and their heirs, visitors, invitees and licensees to the property to whom the property is sold or leased.  
Environmental Law and the following substances: asbestos, asbestos substitutes or substitutes for asbestos, toxic  
As used in this paragraph 20, "Hazardous Substances" are those substances defined as such by regulations subsistances by  
all necessary remedial actions in accordance with Environmental Law  
any removal or other remediation of any hazardous substance after the property is necessary, Borrower shall promptly take  
of which Borrower has acted toward, if Borrower learns, to its knowledge by any communication of environmental law  
government of regularly engaged to private party involving the property and any hazardous substance of Environmental Law  
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any  
residential uses and to maintenance of the Property.  
shares of the Property to such quantity of hazardous substances that are reasonably necessary to be applicable to normal  
property that is in violation of any Environmental Law, the preceding two subsections shall not apply to the property, less than  
hazardous substances on or in the Property, Borrower shall not do, nor allow anyone else to do, any dredging or digging the  
20. **Hazardous Substances.** Borrower shall not cause to permit the present, past, disposal, storage, or release of any  
information required by applicable law.  
address of the new loan servicer and his address of which payments should be made; the note will also contain any other  
any written notice of the change or a certificate with paragraph 17 above and applicable law. The note will state the name and  
any more changes of the loan servicer, if any, to a side of the Note. If there is a change of the loan servicer, Borrower will be  
as the "loan Servicer" that collects monthly payments due under the Note and this Security instrument. There also may be one  
instrument may be sold, due to more times without prior notice to Borrower. A side note inserted in a copy of the Note to the servicer with this security  
19. **Sale of Note.** In case of loan servicer, the Note or a partial interest in the Note or a partial interest in the Note with this security  
not apply in the case of acceleration under paragraph 17.  
difficulties caused thereby shall remain fully enforceable until paid or satisfied. However, this note is subject to removal  
the date of the loan servicer, and his address of which payments should be made; the note will state the name and  
that the loan servicer shall continue unchanged upon receipt by Borrower, this Security instrument and the  
unless, but not limited to, reasonable attorney's fees, and (d) does not include reasonable legal expenses incurred in issuing  
any default of any other covenants of paragraphs (c) (e) and (f) except expenses incurred in enforcing this Security instrument  
lender of sums which then would be due under this Security instrument and the Note as if no acceleration had occurred, (d)  
covenant instrument, or (e) any of a number of circumstances giving this Security instrument. These conditions in this instrument, no less  
applicable law may apply, the instrument before and the property pursuant to any power of sale contained in this  
amendment of this security instrument discontinued at any time prior to the end of 30 days for such other period as  
18. **Borrower's Right to Remodel.** If Borrower needs certain remodeling conditions, Borrower shall have the right to have  
permitted by this Security instrument further notice of demand on Borrower.  
Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may enforce any remedy  
less than 30 days from the date the note is due, the note is declared to be valid within which Borrower must pay all sums so used by this  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not  
of this Security instrument.  
Security instrument. Lender may file this option suit by Lender and/or as provided by law as of the date  
Lender's prior written consent, if the note is sold or transferred and Borrower is not a named person) without  
as sold or transferred for it a beneficial interest in Borrower, it will be any part of the property to any interest in it  
17. **Transfer of the Property or a Beneficial Interest in Borrower.** It will be any part of the property to any interest in it

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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))

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) (specify)

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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.

Witness

*Charles P. Heitzel*  
CHARLES P. HEITZEL

(Seal)  
Borrower

Witness

*Ann M. Heitzel*  
ANN M. HEITZEL

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County of:

I, the undersigned,  
county and state do hereby certify that  
CHARLES P. HEITZEL AND ANN M. HEITZEL, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand,

My Commission Expires

"OFFICIAL SEAL"  
JONATHAN J. MATTISON  
Notary Public, State of Illinois  
My Commission Expires 3/30/00

Notary Public

DPB 1094