

# UNOFFICIAL COPY

FD 3776, 1 OF 1

APPR RECORDING MAIL TO:

GLENVIEW STATE BANK  
800 WAUKESHA ROAD  
GLENVIEW, IL 60025

COOK COUNTY, IL, ILLINOIS  
FILED FOR RECORD

93428815

Box 71  
LOAN NO. 3013054

13 JUN-7 PM 3:49

93428815

(Space Above This Line For Recording Date)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 25, 1993, by MARK J. STEGER AND ELIZABETH P. STEGER, HUSBAND & WIFE, to GLENVIEW STATE BANK, LENDER.

This Security Instrument is given to GLENVIEW STATE BANK,

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 800 WAUKESHA ROAD, GLENVIEW, IL 60025 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO/100 Dollars (U.S. \$ 220,000.00). 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, 2008. 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 1 (EXCEPT THE SOUTH 14.33 FEET THEREOF) IN EBON'S RESUBDIVISION OF LOTS 35, 36, AND 37 IN EBON'S COUNTRY CLUB MANOR SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
TAX I.D. #04-25-516-031

93428815  
GLENVIEW STATE BANK

which has the address of

1525 KAYWOOD  
(Street)

GLENVIEW  
(City)

Illinois 60025  
(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.

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Property insured against loss by fire, hazards included within the term, extended coverage, and any other hazards, including floods or flooding, for which Landlord regularly insures. This insurance shall be maintained in the amount and for the periods that Landlord requires. The insurance carrier shall be chosen by Borrower subject to Landlord's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Landlord may, at Landlord's option, obtain coverage to protect Landlord's rights in the Property in accordance with paragraph 7.

Borrower shall promptly discharge any claim which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation created by the claim in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defers judgment against Borrower until proceedings which lie in the creditor's opinion operate to prevent the enforcement of the lien; or (c) ceases from the holder of the lien in agreement with the creditor to pay all or more of the amount due to the creditor within 10 days of the filing of notice.

4. Changes: These Borrower shall pay all taxes, assessments, charges, rates and imposts, attributable to the property which may alien property over this Security Instrument, and leasehold property or ground rents, if any.

3. Application of Payment. Unless otherwise provided, all payments received by Lender under paragraph 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to attorney's fees and third, to interest due, fourth, to principal due and last, to any late charges due under the Note.

If the Funds held by Lender exceed the amount a party is 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 Borrower item; who in due, Lender may do 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 from the date of notice.

2. Funds for Taxes and Duties, Subsidiary to applicable law or to a written waiver by Landlord, Borrower shall pay to Landlord 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 attach prior to the Note, until the Note is paid in full; (b) Yearly leasehold payments which may attach prior to the Note, until the Note is paid in full; (c) Yearly hazard or property insurance premiums; (d) Yearly food insurance premiums, if any; (e) yearly property insurance premiums, if any; and (f) any sum payable by Borrower to Landlord, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premium. These items are collectively called "Taxes". "Landlord may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Landlord may, at any time, require for Borrower's account to pay to Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601ff.

the principal of mud interleaved on the deck as evidenced by the Note and my proposal and late charges due under the

UNIFORM COVENANTS, RESTRICTIONS AND LIENS AGREEMENT FORMS FOR THE STATE OF ILLINOIS

**THIS SECURITY INSTRUMENT** contains numerous conveniences for the use and non-use of certain coverments with limited validity in certain circumstances and properties.

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LOAN NO. 3013084  
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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 required 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 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 periods 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.

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WDMR 10149/00

16. Borrower's Copy. Lender shall be given one conforming copy of this Note and of this Security instrument without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all amounts in its sole or common law or a beneficial interest in Borrower's sole or any part of the Property or any interest in the transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in it 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 amounts in it.

17. Transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in it 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 amounts in it.

18. 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 of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument and the Note 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.

19. Condemnation. The proceeds of any award of damages, direct or consequential, in connection with the condemnation of the Property or any part of the Property, or for removal of the Property, or for any other purpose, shall be given to Lender in addition to the amount required to pay the Note.

20. Condemnation. The proceeds of any award of damages, direct or consequential, in connection with the condemnation of the Property or any part of the Property, or for removal of the Property, or for any other purpose, shall be given to Lender in addition to the amount required to pay the Note.

21. Notice. Any notice to Borrower provided for in this Security instrument shall be given to Borrower or Lender when given notice of any other address or address of Borrower or Lender by notice to Borrower. Any notice to Lender shall be given by mailing it by first class mail to the address of another method, The notice shall be deemed to have been given when delivered to Lender.

22. Principal Owed Under the Note or by Making a Direct Payment. If a refund reduces principal owed under the Note or by making a direct payment to Borrower, Lender may choose to make this refund available to the borrower to reduce the permitted limit; and (b) any sum already collected from Borrower which exceeds principal owed under the Note or by making a direct payment to Borrower.

23. Loan Charge. If the loan secured by this Security instrument is disbursed to a maximum loan charge, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeds principal owed under the Note or by making a direct payment to Borrower.

24. Successors and Assigns. Section 17, Borrower's Covenants and Agreements and Conditions of Lender and Borrower, applies to the security instrument, the covenants and agreements contained in this Note.

25. Governing Law; Severability. This Security instrument without Lender's consent.

26. Governing Law; Severability. This Security instrument without Lender's consent.

27. Successors and Assigns. Section 17, Borrower's Covenants and Agreements and Conditions of Lender and Borrower, applies to the security instrument, the covenants and agreements contained in this Note.

28. Successors and Assigns. Section 17, Borrower's Covenants and Agreements and Conditions of Lender and Borrower, applies to the security instrument, the covenants and agreements contained in this Note.

29. Successors and Assigns. Section 17, Borrower's Covenants and Agreements and Conditions of Lender and Borrower, applies to the security instrument, the covenants and agreements contained in this Note.

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LOAN NO. 3013034

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the title 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.

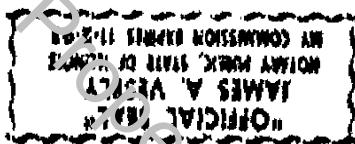
**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

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FORM 304-90

ILLINOIS-SIMPLY FAMILIA/ILMAG UNIFORM INSTRUMENT  
NO/CBHTU/0491/0014/9-01



This instrument was prepared by: **Danny Bone**

My Commission Expire: **11-2-93**

(I)ven under my hand and official seal, this **25<sup>th</sup>** day of **May 1993**,  
I, **James A. Viscetti**, free and voluntary act, for the uses and purposes herein set forth,  
before me this day in person, and acknowledged that **Chay** signed and delivered the said instrument as  
personally known to me to be the name persons(s) whose name(s) were added to the foregoing instrument, appeared  
as **James A. Viscetti**, **State of Illinois**, **Illinois**, **USA**.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that

**MAX J. SABER AND ELIZABETH P. STAVIS USA AND WIFE**, County of **Cook**

STATE OF ILLINOIS,

Social Security Number

Social Security Number

Social Security Number **331-98-7579**

Social Security Number **341-44-7620**

Witnessed

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security  
Instrument and in my order(s) executed by drawer and recorded with it.

24. Hilders to this Security Instrument, if one or more drawn and executed by Borrower and recorded together  
with this Security Instrument, the coverable and agreeable of such such rider shall be incorporated into and shall  
amend and supplement the coverable and agreeable of this Security Instrument as if the rider(s) were a part of this  
Security Instrument. [Check applicable box(es)]
- Adjustable Rate Rider     Condominium Rider     1st Family Rider  
 Graduated Payment Rider     Planned Unit Development Rider     Rate Improvement Rider  
 Biweekly Payment Rider     Second Home Rider  
 Other(s) (Specify)

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Security Instrument. [Check applicable box(es)]