

PREPARED BY:
JILL POLASIAK
ELK GROVE VILLAGE, IL 60007

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RECORD AND RETURN TO:

BancIllinois MORTGAGE CORPORATION
767 RIDGE AVENUE
ELK GROVE VILLAGE, ILLINOIS 60007

93835837

[Space Above This Line For Recording Data]

MORTGAGE

930026478

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 7, 1993

BY BERNARD J. SCHLAISS, JR. SCHLAISS JR
AND RHONDA L. SCHLAISS, HUSBAND AND WIFE
SCHLAISS

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

BancIllinois MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS

address is 767 RIDGE AVENUE

ELK GROVE VILLAGE, ILLINOIS 60007

. The mortgagor is

and whose

address is 274 MACARTHUR DRIVE, PALATINE, ILLINOIS 60067

and whose

zip code is 60067

and whose

telephone number is (708) 962-1200

and whose

social security number is 000-00-00000

and whose

date of birth is 01/01/1960

and whose

name is JILL POLASIAK

and whose

date of birth is 01/01/1960

and whose

name is ELK GROVE VILLAGE, ILLINOIS

and whose

date of birth is 01/01/1960

and whose

name is JILL POLASIAK

and whose

date of birth is 01/01/1960

COOK COUNTY, ILLINOIS
FILED FOR RECORD

02-14-401-011

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which has the address of 274 MACARTHUR DRIVE, PALATINE
Illinois 60067

Zip Code

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

MAP - 6RINL1 (9101)

VVP MORTGAGE FORMS - 1213-223-8100 - GOS/521-7291

DPS 1999

Form 3014 9/90

Includes

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Form 301a-1000
DRA 1000

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If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargers, Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.**

third, to interest dues fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Landlord under paragraphs 1 and 2 shall be applied first, to any payment due under the Notes second, to amounts deposited under paragraph 2;

Information Security Management

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender, if, under Paragraph 21, Lender shall require or sell the Property, Lender, prior to the acquisition of title to the Property, shall apply any funds held by Lender at the time of acquisition or sale, to credit against the sum secured by

Wetville municipally pyramids, at Leander's sole discretion.

11. The term "third party" means any person or entity other than the parties to this Agreement.

without charge, in annual accountings of the Funds, showing net credits and debits to the Funds and the purpose for which each was used.

used by Lender in connection with this loan, unless specifically otherwise provided, otherwise as specified in this Note.

venitlying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

The Funds shall be held in trust upon whose deposits are inscribed by a recordary, trustee, or managing agent, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge fees or other compensation for holding and applying the Funds, usually multiplying the escrow account, or

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future expenses or otherwise in accordance with applicable law.

sets a lesser amount, it may have collected and held funds in an amount not to exceed the lesser amount.

Under many, if not all, circumstances, collection and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law shall applies to the Funds.

of premium rates on the property, if any; (c) yearly rental of property insurance premiums (if any); (d) yearly mortgage insurance premiums, if any; and (e) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

Under 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 affect this Security instrument as a lien on the Property; (b) yearly leasehold payments

1. Payment of Principal and Interest; Repayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited effect to any encumbrances of record.

Instruments now of necessity a part of the property; all improvements and structures which are the property of the estate hereby conveyed and has the right to mortgage

TOGETHER WITH all the improvements now or hereafter erected on the property, all improvements and addititions shall also be covered by this Deed.

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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 for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or 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

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Form 101A (2000)
DPS 101A (2000)

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

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared contingent with the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be disregarded in whole or in part under applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded.

15. Governing Law: This Security instrument shall be governed by federal law and the law of the state where it is given effect.

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender, and/or other addressees Lender designates by notice to Borrower. Any notice provided for in this paragraph, and/or other addressees Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to or any other address Borrower uses of another method. The notice shall be directed to the Property Address it by first class mail unless applicable law requires use of another method. The note shall be given by first class mail to or by mailing

14. Notices: Any notice to Borrower provided for in this Security instrument shall be given by delivery, filing it with the appropriate office under the Note.

payable to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any Borrower, Lender may choose to make this refund by reducing the principal owed under the note or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceed the limits will be refunded to Lender excepted the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan excepted the permitted limits, then: (a) any such loan charges collected or to be collected in connection with the and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the same excepted the permitted limits.

13. Loan Charges: If the loan secured by this Security instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security instrument that Borrower's consent.

Borrower's interest in the Property under the terms of this Security instrument: (b) is not personally obligated to pay the sums instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgagee, grant and conveys that paragraph (7). Borrower's co-ventures and beneficiaries of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns; Joint and Several Liability; Co-Signers: The co-ventures and agreements of this instrument shall be in effect until payment in full and severability of the Note and of the Note.

successors in interest. Any holder in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's common sense proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization

not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Recurrence By Lender Not a Waiver: Extension of the time for payment or modification

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or secured by this Security instrument whether or not when due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration of part of the Property or to the sums awarded or settle a claim. For damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

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

market value of the Property immediately before the taking is less than the amount of the sums secured 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 amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (a) the total

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:

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by whether or not this due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice in the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection: Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for most aggregate than Lender (unless) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay premiums may no longer be required, at the option of Lender, if mortgagor insurance coverage (in the amount and for the period

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to 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 3014-4/90

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DPS 1094

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Notary Publics

Notary Public
Hector Pineda, State of Illinois
My Commission Expires 6/23/95

My Commission Expires:

Official Seal

V. ABBEY

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS

24 AND VAULTUARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH,
MAE THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPENDED BEFORE

SCHLASS

BERNARD J. SCHLASS, JR. AND RHONDA L. SCHLASS, HUSBAND AND WIFE

A Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

ILLINOIS
COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

Borrower

(Seal)

930026479

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND
IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY
WITH THIS SECURITY INSTRUMENT, THE COVENANTS AND AGREEMENTS OF EACH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL AMEND
AND RECORD TOGETHER WITH THIS SECURITY INSTRUMENT.

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

(Check applicable box(es))

Instrument.

(Check applicable box(es))