

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

HARTLAND FINANCIAL SERVICES, INC.
200 W. Madison St., Suite 400
Chicago, IL 60606

**THIS INSTRUMENT PREPARED BY:
YOLANDA RODRIGUEZ**

LOAN NO. 6142335

93838486

DEPT-01 RECORDING \$31.00
T#00000 TRAN 4479 10/19/93 15:06:00
16062 # 23-838486
COOK COUNTY RECORDER

—(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 12, 1993 . The mortgagor is
RALPH W. DUTTKO and SHIRLEY A. DUTTKO, HUSBAND AND WIFE

This Security Instrument is given to Hartland Financial Services, Inc.

(“Borrower”).

which is organized and existing under the laws of Illinois; and whose address is **200 W. Madison St., Suite 400, Chicago, IL 60606** ("Lender"). Borrower owes Lender the principal sum of **Ninety Thousand Dollars and no/100 Dollars (U.S. \$ 90,000.00)**. 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 **November 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 FIFTEEN (15) IN O. W. BLUME'S SUBDIVISION IN THE SOUTH-WEST QUARTER (1/4) OF SECTION 16, AND THE NORTH-WEST QUARTER (1/4) OF SECTION 21, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1953, AS DOCUMENT NUMBER 15-707-664, IN BOOK 416 OF PLATS, PAGE 9.

“*It is the right of every man to govern himself as he pleases, without being controlled by any other man.*”

County

Property Tax Account#: 0.9-21-102-027 **which has the address of** 846 PARKVIEW LANE, **in the city of** DEERFIELD, **Illinois** 60016 **(Property Address);**

[Zip Code] 18
TOGETHER WITH all the improvements now or hereafter erected on the property, and all elements, 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.

ILLINOIS SINGLE FAMILY FINANCIAL UNIFORM INSTRUMENT

FORUM 2014 9/20

¹⁰ See also the discussion of the concept of "cultural capital" in Bourdieu, *Distinction*, pp. 10-11.

1. VERSCHIEDENE RECHENFÄHIGKEITEN UND GEWICHTSVERHÄLTNISSE DER HÖRORGANER UND DER KÖRPERWEISEN VON EINER SEITEN UND DAS VERHÄLTNIS ZWISCHEN HÖRORGANER UND KÖRPERWEISEN AUF DER Anderen.

प्राचीन विद्यालयों के अधिकारी ने इसका उत्तराधिकारी के रूप में लिखा है।

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FORM 3014-97

93026

新编大藏经网 www.guoxue.org

The principal of and interest on the debt evidenced by the Note and my prepayment and late charges due under the Note.

THIS SECURITY INSTRUMENT, contains minimum coverages for liability and auto-accident coverages that limited warranties by juries decisions to contribute a minimum security interest in the property.

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~~PV~~ LOAN NO. 6142335

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 sum secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90
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It is also important to note that the results of this study are limited by the fact that the sample size was relatively small and the participants were predominantly white, middle-class, and female.

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ILLINOIS SINGLE FAMILY FINANCIAL INSTITUTIONS

16. Borrower shall be given one copy of the Notes and of this Security Instrument.
 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the jurisdiction in which the Property is located. In the event that any provision of clause or this Security Instrument is held invalid or unenforceable, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. To the extent that any provision of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note.

13. **Loan Charges.** If the loan secured by this instrument is subject to a law which sets maximum loan charges, and the law is duly interpreted so that the $\frac{1}{2}\%$ or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (b) if at any time later collected from the borrower which exceeded the permitted limits, then: (c) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (d) if at any time later collected from the borrower, it will be reduced under the Note of by making a direct payment to the borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by reducing a direct payment to the borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment surcharge under the Note.

14. **Notices.** Any notice to Borrower provided under this Section shall be given by delivery in writing to first class mail unless application specifies otherwise use of another method. The notice shall be directed to the property address of my other address Borrower's address by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address specified herein or my other address by notice to Borrower. Any notice provided for in this Section shall be deemed to have been given to Borrower or Lender when given.

12. Successors and Assigns. In joint and several liability; co-signers. The covenants and agreements of this Security instrument shall bind and control the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower is to consult and advise his attorney in law concerning any questions and difficulties which may arise in regard to the terms of this Security instrument or in regard to any accommodations with regard to the terms of this Security instrument.

It is the property of the sum secured by the Security Instrument, or it, until notice is given for demands, Borrower fails to pay the proceeds, at its option, within 30 days after the date the sum secured or to the sum secured by the Security Instrument, whether or not 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 of clause 10 of such document.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal of such document.

Notices to Lender, Lender's successors and assigns, Borrower and Borrower's successors and assigns, shall be deemed given if delivered to Borrower's place of business or residence, or if, until notice is given for demands, Borrower fails to pay the proceeds, at its option, within 30 days after the date the sum secured or to the sum secured by the Security Instrument, whether or not due.

It is the property of the sum secured by the Security Instrument, or it, until notice is given for demands, Borrower fails to pay the proceeds, at its option, within 30 days after the date the sum secured or to the sum secured by the Security Instrument, whether or not due.

In the event of a total loss of the Property, the proceeds shall be applied to the sums secured by this Security in substitution, whether or not claim has been filed, which may exceed the amount of a partial loss of the Property in which the first insurable value of the Property is diminished by before the date of the filing is equal to or greater than the amount of the sums secured by this Security. In the event of a partial loss of the Property in which the first insurable value of the Property is diminished by before the date of the filing is equal to or less than the amount of the sums secured by this Security, the proceeds shall be applied to the sums secured by this Security.

9. **Hospitalization.** [Under or its agent may make reasonable estimates upon and disbursements of the property.] Under such circumstances of other sickness or of prior to an inspection specifying reasonable cause for the impoundment.

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CAN NO. 6142335

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 restate 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.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ESC/CMDTIL/0491/3014(9-90)-L

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FORM 3014 9/90

RECORDED

RECORDED, and, this instrument was duly recorded in the county of DuPage, State of Illinois, on the 13th day of October, 1990, by [REDACTED] for the sum of \$100,000.00, consideration being receipted by the grantee.

Corporation or Partnership

Individual Person

Corporation, Partnership, etc.

Registered Agent for Service of Process

Corporation, Partnership, etc.

Registered Agent for Service of Process

Registered Agent for Service of Process

Corporation, Partnership, etc.

Registered Agent for Service of Process

Registered Agent for Service of Process

RECORDED, and, this instrument was duly recorded in the county of DuPage, State of Illinois, on the 13th day of October, 1990, by [REDACTED] for the sum of \$100,000.00, consideration being receipted by the grantee.

FORM NO. 3014-9-90-2

