

UNOFFICIAL COPY

MAIL TO  
BOX 283

93159530

PT 921-11263

[Space Above This Line For Recording Date]

**MORTGAGE**

10433324-2

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 22ND** 1993. The mortgagor is **KATHLEEN STELZER AND JOHN STELZER, WIFE AND HUSBAND**

This Security Instrument is given to **SOURCE ONE MORTGAGE SERVICES CORPORATION** ("Borrower") which is organized and existing under the laws of **DELAWARE** and whose address is **27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3157** ("Lender").

Borrower owes Lender the principal sum of **One Hundred Thirty Three Thousand Dollars and no/100** Dollars (U.S. \$ **133,000.00**).

This debt is evidenced by borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 1ST, 2023**.

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:**

**THE EAST 34 FEET OF THE WEST 102.72 FEET OF LOTS 16 AND 17 AND THE EAST 34 FEET OF THE WEST 102.72 FEET OF THE SOUTH 15 FEET OF LOT 18 IN BLOCK 1 IN SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF RIGHT-OF-WAY OF CHICAGO AND NORTH WESTERN RAILWAY AND NORTH OF THE SOUTH 1466-1/2 FEET TIERROP, IN COOK COUNTY, ILLINOIS.**

P.I.N. 16-08-302-023 V. 142

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COOK COUNTY RECORDER

which has the address of **208 PLEASANT** (Block)

**OAK PARK** (City)

Illinois **60302** ("Property Address");  
(Zip Code)

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

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

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

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

**1. Payment of Principal and Interest; Prepayment 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.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) 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". Lender may, at any time, collect and hold Funds in an amount not to exceed the federal Real Estate Investment Incentives Act of 1974 as amended from time to time, 12 U.S.C. § 5501 et seq. ("REIT"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, 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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays a charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Lender may require Borrower to pay a charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Lender may require Borrower to pay a charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Lender may require Borrower to pay a charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise.

4. **Changes.** Lender shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may arise from the Property, including but not limited to property taxes, and shall pay the amount of any such charges, fees and impositions in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the obligation of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement, satisfactory to Lender and binding on the lien to the Security Instrument, if Lender determines that any part of the Property is subject to a lien which may claim priority over the Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Lender shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within a "standard extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. The insurance shall be provided by Borrower or subject to Lender's approval, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be accepted by 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, maximum proceeds shall be applied to restoration or repair of the Property if 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 is not lessened, the maximum proceeds shall be applied to the 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, the 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 2 the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days of the execution of the 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 furniture, fixture, or other personal property is removed from the Property or if any furniture, fixture, or other personal property is damaged, destroyed, or otherwise materially impaired. If any furniture, fixture, or other personal property is damaged, destroyed, or otherwise materially impaired, Borrower shall be in default if any furniture, fixture, or other personal property is damaged, destroyed, or otherwise materially impaired. If any furniture, fixture, or other personal property is damaged, destroyed, or otherwise materially impaired, Borrower shall be in default if any furniture, fixture, or other personal property is damaged, destroyed, or otherwise materially impaired.

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 for enforcement of a regulatory or other law or regulation), then Lender may, and shall, take such action as 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 the Security Instrument, appearing in court, paying reasonable attorneys' fees and costs, and taking any other action necessary to protect the value of the Property and Lender's rights in the Property. Lender shall not be liable for any sums secured by a lien which has priority over the Security Instrument. Lender shall not be liable for any sums secured by a lien which has priority over the Security Instrument.

8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases or ceases to be in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage lender 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 ceased or ceased to be in effect. Lender will accept, use and retain their own policy of mortgage insurance in lieu of mortgage insurance. Lender reserves the right to require, at the option of Lender, if mortgage insurance is obtained, Borrower to obtain and pay for the mortgage insurance. Lender will accept, use and retain their own policy of mortgage insurance in lieu of mortgage insurance. Lender reserves the right to require, at the option of Lender, if mortgage insurance is obtained, Borrower to obtain and pay for the mortgage insurance.

9. **Other Terms.** Lender shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases or ceases to be in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage lender 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 ceased or ceased to be in effect. Lender will accept, use and retain their own policy of mortgage insurance in lieu of mortgage insurance. Lender reserves the right to require, at the option of Lender, if mortgage insurance is obtained, Borrower to obtain and pay for the mortgage insurance.

10. **Assignment.** Lender shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases or ceases to be in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage lender 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 ceased or ceased to be in effect. Lender will accept, use and retain their own policy of mortgage insurance in lieu of mortgage insurance. Lender reserves the right to require, at the option of Lender, if mortgage insurance is obtained, Borrower to obtain and pay for the mortgage insurance.

11. **Severability.** If any provision of this Security Instrument is held to be unenforceable under applicable law, the remaining provisions shall survive and remain in full force and effect. If any provision of this Security Instrument is held to be unenforceable under applicable law, the remaining provisions shall survive and remain in full force and effect.

12. **Entire Agreement.** This Security Instrument, together with all exhibits and attachments, constitutes the entire agreement between Lender and Borrower with respect to the loan described herein. No oral agreement, understanding, or representation, whether made before or after the date of this Security Instrument, shall be binding on either party if it conflicts with the terms of this Security Instrument.

13. **Counterparts.** This Security Instrument may be executed in counterparts, each of which shall be deemed to be an original copy of this Security Instrument, and all of which together shall be deemed to constitute one and the same Security Instrument. This Security Instrument may be executed in counterparts, each of which shall be deemed to be an original copy of this Security Instrument, and all of which together shall be deemed to constitute one and the same Security Instrument.

14. **Signatures.** This Security Instrument shall be binding on the parties from the date of the last signature hereon. The date of the last signature hereon shall be deemed to be the date of the execution of this Security Instrument.

15. **Witnesses.** This Security Instrument shall be binding on the parties from the date of the last signature hereon. The date of the last signature hereon shall be deemed to be the date of the execution of this Security Instrument.

16. **Recording.** Lender shall record this Security Instrument in the public records of the jurisdiction in which the Property is located. Lender shall provide Borrower with a copy of the recorded Security Instrument.

17. **Assignment of Proceeds.** Lender shall have the right to assign the proceeds of this Security Instrument to any lender or other party. Lender shall provide Borrower with a copy of the assignment of proceeds.

18. **Assignment of Rights.** Lender shall have the right to assign all or part of its rights under this Security Instrument to any lender or other party. Lender shall provide Borrower with a copy of the assignment of rights.

19. **Assignment of Obligations.** Lender shall have the right to assign all or part of its obligations under this Security Instrument to any lender or other party. Lender shall provide Borrower with a copy of the assignment of obligations.

20. **Assignment of Interests.** Lender shall have the right to assign all or part of its interests under this Security Instrument to any lender or other party. Lender shall provide Borrower with a copy of the assignment of interests.

21. **Assignment of Claims.** Lender shall have the right to assign all or part of its claims under this Security Instrument to any lender or other party. Lender shall provide Borrower with a copy of the assignment of claims.

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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 this 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.

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

Witnesses:

93159530

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 KATHLEEN STELZER - Borrower  
 Social Security Number 4215491165

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 DAN STELZER - Borrower  
 Social Security Number 786 78-8795

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower  
 Social Security Number \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ - Borrower  
 Social Security Number \_\_\_\_\_

Prepared By and When Recorded, Return To:  
CHRIS KELLEY  
SOURCE ONE MORTGAGE SERVICES CORPORATION  
1001 CRAIG ROAD SUITE 445  
ST. LOUIS, MO 63146

\_\_\_\_\_  
[Space Below This Line For Acknowledgement]  
STATE OF ILLINOIS, COOK County ss:

The foregoing instrument was acknowledged before me this 22ND DAY OF FEBRUARY, 1993 (date) by Kathleen Stelzer and Dan Stelzer (person acknowledging)

My Commission expires 2/26/96

Notary Public, Kathleen M Hall Cook County, Illinois.

