

# UNOFFICIAL COPY

9 9 3 1 3 2 93182838

RECORD & RETURN TO:

THIS INSTRUMENT PREPARED BY:

JO NEJKELDY COOK COUNTY, ILLINOIS  
HARTLAND FINANCIAL SERVICES, INC. FILED FOR RECORD  
200 W. MADISON ST. SUITE 400  
CHICAGO, IL 60606

10 MAR 11 PM 2:12

93182838

LOAN# 590310

31<sup>00</sup>

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 5, 1993**

The mortgagor is **WALTER BREZNICK AND ERMA F. BREZNICK, HIS WIFE**

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

**HARTLAND FINANCIAL SERVICES, INC.**

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

**SIXTY THREE THOUSAND FIVE HUNDRED AND NO/100-----**

Dollars (U.S. \$ **63,500.00**). 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

**APRIL 1, 2003**. 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 11 IN STONE BRIDGE II, BEING A RESUBDIVISION OF PART OF LOTS 1, 3 AND ALL  
OF LOT 4 IN BLOCK 4 IN A.T. McINTOSH AND CO'S ROHLWING ROAD ACRES SUBDIVISION  
OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 02-24-103-037

93182838

which has the address of **953 KRISTA CT.**

[Street]

Illinois

**60067**

[Zip Code]

("Property Address");

**PALATINE**

[City]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 2676 (8202)

Form 3014 9/90 (page 1 of 6 pages)

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Form 3444 990 (page 2 of 6 pages)

Borrower shall keep the improvements now or hereafter erected on the property described in the Note and any prepayment pay when due the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

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 rights 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, and counterfeits 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.

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 due under the Note.

2. Funds for Taxes and Insurance. Subsidi to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments which may attain priority over this 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 flood payments and premiums of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) if any: (e) yearly mortgage loan may require for Borrowers escrow account under the maximum amount a lender for a fedaral liability related mortgage loan may require for Borrower to pay a one-time charge for an independent legal service used by Lender, Lender may not charge Borrower for holding and applying the funds to pay the Escrow items. Lender is such an institution as in any federal home loan bank, Lender shall apply the funds to pay including Lender, if Lender is such an institution as in any federal agency, instrumentality, or entity which may attain priority over the funds held by Lender to make up the difference between the amount paid by Lender to the Escrow items, unless Lender pays Borrower interest on the funds held by Lender to make up the difference between the amount paid by Lender to the Escrow items, and the amount paid by Lender to the funds held by Lender.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity which may attain priority over the funds held by Lender to make up the difference between the amount paid by Lender to the Escrow items, and the amount paid by Lender to the funds held by Lender.

3. Payment of Taxes and Insurance: Prepayment and Late Charges. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

4. 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 due under the Note.

5. Hazard or Property Insurance. Borrower shall keep the improvements now or hereafter erected on the property described in the Note and any prepayment due under the Note.

6. Other Covenants. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

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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 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 period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Single Family - Family/Freddie Mac INSTRUMENT - Lienform Coverpage 9/90 (page 4 of 6 pages)

enforcement of this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Remit. If Borrower makes certain conditions, Borrower shall have the right to have remedied by this Security instrument without further notice or demand on Borrower.

Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument, whether or not then due, with any excess paid to Lender.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security instrument.

this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of this Security instrument. Lender may, in its option, require immediate payment in full of all sums secured by without Lender's prior written consent. Lender may, in its option, require immediate payment in full of all sums secured by it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) in its discretion in which the Property is located. In the event that any part of the Property or any interest in

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

16. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security instrument.

be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are contained within applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be satisfied in which the Property is located. In the event that any part of the Property or any interest in

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the

parliament.

in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Note to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing to first class mail unless applicable law requires use of another method. The notice shall be directed to the Property by

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by

prepayment clause under the Note. If a refund reduces principal, the reduction will be treated as a partial prepayment without any direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or rate on loans charged collected or to be collected in connection with this Security instrument is subject to a law which sets maximum loan

13. Loan Charges. If the loan secured by this Security instrument is subject to a law without the Note

or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower secures by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or amend the terms of this Security instrument: (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security instrument only to mortgagee, grantor and convey that instrument but does not exceed the liability of the original Borrower who co-signs this Security paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who pays sums of this Security instrument shall not release the liability of the original Borrower or Borrower's successors in interest of Borrower shall not release the liability of the original Borrower or to any successor in interest. Lender modification of another loan secured by this Security instrument granted by Lender to any successor in interest of Borrower. Note Released; Forbearance By Lender Note a Waiver. Extension of the time for payment or postponement of 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 exceed or waive of or preclude the exercise of the right or remedy.

Borrower's Successors and Assigns; Lender and Borrower shall not release the liability of the original Borrower or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower to release to another for repayment of the sums secured by this Security instrument in interest of Borrower shall not release the liability of the original Borrower or to any successor in interest. Lender modification of another loan secured by this Security instrument granted by Lender to any successor in interest of Borrower. Note Released; Forbearance By Lender Note a Waiver. Extension of the time for payment or postponement of the due date of the

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument in the amount of the fair market value before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided in the fair market value before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking, the fair market value before the taking, divided by (b) the fair market value of the fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the following sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing,

otherwisewise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provided in the fair market value of the fair market value before the taking is less than the amount of the sums secured by this Security instrument immediately before the taking, the fair market value before the taking is less than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing,

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Lender.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Lender. In the event of a partial taking of the Property in the amount of the fair market value before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is less than the amount of the Property in the instrument, whether or not then due, with any excess paid to Lender.

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

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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 attorney's 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 substance: 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.

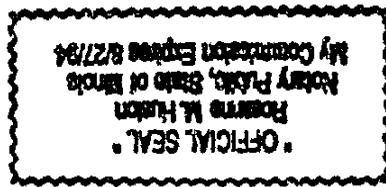
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 3014-9/90 (page 6 of 6 pages)

93148288



(Address)

(Name)

This instrument was prepared by

Notary Public

John J. Hutton

8-47-94

My Commission expires:

Given under my hand and official seal, this 5<sup>th</sup> day of March, 1993

Year.

free and voluntary act, for the uses and purposes herein set and delivered the said instrument as *True*

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *I am* signed

personally known to me to be the same person(s) whose name(s) *are*

do hereby certify that *John J. Hutton* is a Notary Public in and for said county and state,

County of Cook

STATE OF ILLINOIS.

Borrower  
(Seal)

Borrower  
(Seal)

Witness  
(Seal)

Witness  
(Seal)

Witness  
(Seal)

Witness  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [Specify]

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Pramed Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider

[Check applicable box(es)]

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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.

