## UNOFFICIAL COPY 5/13

COOK COUNTY, ILLINOIS FILED FOR RECORD

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	(Space Above This Line For Recording	g Data)	<del></del>
700180847	MORTGAGE		2
THIS MORTGAGE (Security Instru	ment) is given on January 25th, 1994 ND CAROL J HASLER, HUSBAND AND	WIFE	
the mongagor is		("Horrower"). This Security Instrum-	ent is viven to
FIRST FEDERAL SAVINGS BANK, F.S.8		which is organize	**
under the laws of THE STATE OF ILLINGS IN MAIN STREET ROCKFORD, ILL	NO12 & LLO3  NO12 & LLO3		
Horrower times Lender the principal sum of One Hundred Thourand and 00/100			
Dollars (1: 5: \$ 100,000,00		ver's note dated the same date as this Security In-	strument
This Security Instrument see ros to Lender and modifications of the Not b) the pay Security Instrument: and (c) he performant	: (a) the repayment of the debt evidenced by ment of all other sums, with interest, advan- e of Borrower's covenants and agreements of gram and convey to Lender and Lender's su-	the Note, with interest, and all renewals, extended under paragraph 7 to protect the security outder this Security Instrument and the Note. For exercise and assigns, with power of sale, the following	of this ir this llow
LOT 19 IN BLOCK I IN CHURCHILL	INIT 1, BEING A SUBDIVISION OF PART	OF THE EAST	•
	TION 9, TOWNSHIP 41 NORTH, RANGE		
THIRD PRINCIPAL MERIDIAN, IN SCH	AUGRURG TOWNSHIP, COOK COUNTY	r, ILLINOIS,	
ACCORDING TO THE PLAT THEREOF	RECOFISED MAY 3, 1967 AS DOCUME	NT 20,126,799 IN	
COOK COUNTY, ILLINOIS.			
P.I.N. 07-09-302-019	1414 COVENTRY BOAD	×,	
which has the address of	1434 COVENTRY ROAD	SCHAUMB	URG
40105	[Street]	(c'try)	
Illinois (Zio Code)	("Property Address");	· /-/	
TOGETHER WITH all the improvem	placements and additions shall also be covere	e, and all easements, argon menances, and fixture and this Security Inscriment. All of the foregoing	
convey the Property and that the Propert	rrower is lawfully seised of the estate hereby is unencumbered, except for encumbrane claims and demands, subject to any encumbrane	oy conveyed and has the right to me agage, gra- ces of record. Horrower warrans, and will de- rances of record.	int and clend
THIS SECURITY INSTRUMENT of purisdiction to constitute a uniform security		e and non-uniform coverants with financiaria	tions by

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 his or to the written waiver by Lender, Bostower 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 associated the which may attain priority over this Security Instrument as a lien on the Property; (b) yearly feasohold insurance or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums; (d) yearly Bood insurance premiums, if any; (e) yearly montage insurance premiums, if any; and (t) any sums payable by Bostower to Lender, in accordance with the provisions of paragraph 8, in fice of the payment of mortgage insurance premiums. These items are caffed "Escriw items" \*Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Bostower's excrive account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. ("RESPA"), unless another law that applies to the Funds sets a lessor anomalic. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may ostimate the animum of Funds due on the basis of ourrous data and reasonable estimates of expenditures of finite fiscion thems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, institutionality, 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 Burrow hems. I cisder may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the fiscrow ltems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family -Famile Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form - G000022 (7/20/92)

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Finds: Lender shall give to Bo rower, but out classes an amount except upon the Lands showing class and at loss to the Lands and the purpose for which each debut to the Lands was used. The Finds was placed a additional action to all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow terms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Institution, Lender shall promptly refund to Borrower any Lunds held to Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lander at the time of acquisition or sale as a credit against the sums secured by this Security Institution.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, third, to interest due; fourth, to principal due, and last, to any late charges due under the Note.
- 4. Charges; Liens.—Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rems, it any Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the person owed payments. 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 tecepits evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this 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) contests in good faith the lien by, or defends against enforcement 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 subordinating the lien to this Security Instrument. If I ender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the hen or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Harard or Property Insurance. Horrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by Irre, he ards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. Instinsurance shall be maintained in the amounts and for the periods that I ender requires. The insurance can ter providing the insurance on 3 be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. It Borrower tails 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 reflected shall be acceptable to Lender and shall include a standard mortgage clause. I ender shall have the right to hold the policies and renewals. It Lender requires, horrower shall promptly give to Lender all receipts of paid premiums and renewal nonces. In the event of loss, hor ower shall give prompt notice to the insurance corner and Lender. I ender may make proof of loss it not made promptly by Borrower.

Unless Lender and Borrower otherwise a gree 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 pair to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance excrete ias 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 I ender and Horrower otherwise agree in writing, my application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or mange 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.

  Bottower shall occupy, establish, and use the Property as Borrower's principal residence to 19 least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extensioning circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property 10 deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whiche civil or criminal, is begun that in Lender's good faith judgment could result in torfeiture of the Property or otherwise inaterially impair on the Borrower have cure such a default and reinstate, as provided in pair graft 18, by causing the action or proceeding to be discussed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other inaterial impairment of the literic exacted 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 stateme its to Lender too failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerting Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Borrower shall comply with all the property in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverage and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the F openy such as a proceeding in bankingtey, probate, for condemnation or forteture or to enforce laws or regulations), then Lender may do and fail for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying my sums secured by a lien which has priority over this Security Instrument, appearing in court, paying teasonable attorneys' fees and emering or 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 Noie 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 the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the rivitiage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage 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 insurance approved by Lender It 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 paxini insurance a loss teseive in heir of mortgage insurance. Lass teseive paxinisms may no longer be required, at the option of Lender, if mortgage in surance coverage in the amount and for the period that Lender requires) provided by an unsurer approved by Lender again becomes avail able 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 in applicable law.
- 9. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrowei notice at the time of or prior to an inspection specifying reasonable cause for the inspection
- 40. Condemnation. The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of any part of the Property, or for conveyance in ben of condemnation, are hereby assigned and shall be paid to I coder.

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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 Borrower. In the event of a partial taking of the Property in 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, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking all be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

It the Property is absoluted by Borrower, or if, after notice by Lepder to Borrower that the condension offers to make an award of settle a claim for damages. Borrower fulls 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.

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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver.

  Extension of the time for payment or modification of amortization of the sums sources by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in Pierest or roluse to extend time for payment or otherwise modify amortization of the sums secured by this Security Institution by reason of any element made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy and in the exercise of any right or remedy.
- 12. Successors and essigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall build and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (4) is co-signing this Security Instrument; Instrument; Instrument; Instrument; (b) is not personally, obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, firb ar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the a nount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted untils will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct symmetries. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this S curity Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be give, by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for it, this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be got errich by federal faw and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in numeric or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of the Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part or 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 pe son's vithout 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 Section: Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Section 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 faw 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 expensions 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 die "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.

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20. Hazardous Substances. Borrower shall not cause or permit the presence, use disposal, storage, or release of any Bazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in y mation 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, lawsint or other action by any procrimental 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 four remaindal law. 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 petioleum products, toxic pestiodes and herbicides, volatile solvents, imaterials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" meany federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environment tal protection.

NON UNIFORM COVENANTS. Borrower and Lender turther covenant and agree as follows

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows.

21. Acceleration; Remedles. 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 at the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to reinstate after accelerat

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22. Release. Upon payment of all st without charge to Borrower. Borrower shall pay any	ims secured by this Security Instrument, Lender sharecordation costs.	all release this Security Instrument
23. Waivers. Borrower waives all rights of	I homestead exemption in the Property	
24. Riders to this Security Instrument. Instrument, the covenants and agreements of each sucagreements of this Security Instrument as if the riderts	If one or more riders are executed by Borrower and 2 rider shall be incorporated into and shall amend and were a part of this Security Instrument.	
[Check applicable box(es)]		
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Conned Unit Development Rider	Biweekly Payment Rider
Balloon Rider Rate improvement Rider		Second Home Rider
Other(s) [specify]	<u>C'</u>	
	nd agrees to the terms and covenants contained in the	ns Security Instrument and in any
Witnesses:	W Pila	(Seat)
	JEFFREY HASLFA	Botrower 349-54-2476
		(Seal)
	CAROL ) HASLER	Borrower
	*	357-62-6089
		(Sral)

STATE OF ILLINOIS COOK the underwayned that JEFFREY P HASLER AND CAROL J HASLER County ss:

a Notary Public in and for said county and state do hereby certify

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

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

they

signed and delivered the said instrument as their

day of January, 1994

free and voluntary act, for the uses and purposes therein set forth

-hor, swer

(Seab

Given under my hand and official seal, this

25th

My Commision Expires:

Nickary Public

PREPARED BY & RETURN TO: CL MIODUSZEWSKI FIRST FEDERAL SAVINGS BANK 400 W LAKE ST, SUITE 110A ROSELLE, IL 60172

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