745 # CA74829 mc

**UNOFFICIAL COPY** 

Please Return To: United Companies Lending Corporation 4041 Essen Lane, Suite 202 Baton Rouge, LA 70809

Loan No.: 39400002048

373439

DEPI-01 RECORDING \$29.50 190611 TRAN 1470 04/26/94 13:51:00 19779 1 RV \*-タ4ー3ア343タ COOS COUNTY RECORDER

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#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on

April 18

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The mortgagor is Kristina Stefanik, a single person and Madelene Wright, a single person

("Borrower").

This Security Instrument is given to United Companies Lending Corporation, a Louisiana corporation

whose address is 4041 Esser lane, Suite 202, Baton Rouge, LA 70809

("Lender").

Borrower owes Lender the principal sum of ninety eight thousand and NO/100ths

Dollars (U.S. \$ 98,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides not monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2024 . 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 89 AND THAT PART OF THE VACATED STREET LYING SOUTH OF AND ADJOINING SAID LAND IN PLEASANT HILL ESTATES UNIT NO. 1, BILLS A SUBDIVISION OF THE SOUTH 350 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO.: 02-22-414-004 VOLUME NO.: 149

94373<sup>439</sup>

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which has the address of

105 Pleasant Hill, Palatine

[Street]

[City]

Illinois

60067-

("Property Address");

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 seised of the estate hereby conveyed and has the right to 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.

13:13:13:14!

UNIFORM COVENANT. Representation of the property of the provided of the principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Notes and anny prepayment and late charges where the Note.

2. Funds for Taxes and Insurance. Subject to applicable and and late charges where the Note. The Note and anny prepayment are due under the Note. The Note and the charges where the Note. The Note and the charges where the Note. The Note and the charges are the Note and the charges and assessments which may attain priority over this Security Instrument as a lien on the Property. (b) yearly leasthold payments or ground rents on the Property, it any. (c) yearly hazard or property insurance premiums, (d) yearly leasthold payments or ground rents on the Property, it any. (c) yearly hazard or property insurance premiums, (d) yearly leasthold payments or ground rents on the Property, it any. (c) yearly hazard or property insurance premiums. These items are called "Excrow tems, if any, and (f) any sums payable by Borrower to Leaden in interestations of paragraph 8, in lieu of the payment of mortgage insurance premiums, and the property insurance premiums. These items are called "Excrow Items. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum for a federal related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 or soc. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may at any time, collect and hold Funds in an amount not to exceed the branch for the rends are lesser amount. If so, Lender may at any time, collect and hold Funds in an amount not to exceed the Punds sets a lesser amount. If so, the note may again to the property is a set of the property is a such as institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay th held by Lender. If under para 27,500.24, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Fund; weld by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Orders applicable law provides otherwise, all payments received by Lender under paragraph 2 and 2 shall be applied; first, to any proapment 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; 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; second, to amounts payable under paragraph 2; third, to make the second of the payable and payable under paragraph 2; the second of the payable and payable under paragraph 2; the second of the payable and payable under payable under payable and payable under the payable and payable under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender; clother receipts evidencing the payments.

Borrower shall promptly discharge any lien when has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payable of the obligations 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, Liga, proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien and agreement satisfactory to Lender subtrainable the lien or this Security Instrument, Lender may give Borrower shall keep the very provided the payable to a lien which may attain priority over this Security Instrument, Lender may give Borrower and of the lien; or c) subtrained by the payable that the lien of the payable to be payable to be

damage to the Property prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Le ischolds. 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 che 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

does not have to do so.

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 morttage marrance over ge is not aw illow. Borrover well in y to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being part by horrower when the insurance coverage lapaed 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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be probled to the more and the process of the property.

10. Condemands.

11. The products of my search of the property, or for commegance in field of consequential, in connection with any shall be paid to Lender.

11. The event of a total taking of any part of the Property, or for commegance in field of condemands of the property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in the property in the event of a partial taking of the Property in which the fair market value of the Property in the property in the event of a partial taking of the Property in which the fair market value of the Property in the property in the same secured by this Security Instrument in mediately before the taking is leaded by the information of the property in the same secured by the information of the property in the property in the property in the same secured by the security Instrument in the property in the same property in the property in the same property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemor offers to make an award or settle a claim for damages, Borrower last 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 same secured by this Security Instrument produced to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Geresacch Forbearance by Lender not any successor in interest or refuse to extend time for paymen

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note 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 Eurower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in toll of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibit. I by federal law as of the date of this Security Instrument.

Enter's Prior Written consent, Lenuer may, at its option, require immediate payment in the objecteral 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 ever all sums secured by this Security Instrument. Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted to the summary of the summary of the expiration of this period, Lender may invoke any remedies permitted the Remarks. If Borrower's Right to Rematate. If Borrower's to the currier 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, 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 and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this right to reinstate sums secured by this Security Instrument in any the security Instrument in any 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

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NON-UNIFORM COVE 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 Barrawer 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.

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 Condominium Rider 1-4 Family Rider **Cleaduated Payment Rider Biweekly Payment Rider** Planned Unit Development Rider Balloon Jade Second Home Rider Rate Improvement Rider Other(s) [spreary] BY SIGNING BELGW, Corrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Ecrover and recorded with it. Witnesses: .(Scal) Kristina Stefanik Madelene Wright ..(Seal)

State of Illinois,

The foregoing instrument was acknowledged before me this Kristina Stefanik and Madelene Wright

Witness my hand and official

Sign of Illinois

**Notary Public** 

Lonn No.: 39400002048

Stefanik/Wright

EXHIBIT "A" TO CLOSING INSTRUCTIONS - LEGAL DESCRIPTION

LOT 89 AND THAT PART OF THE VACATED STREET LYING SOUTH OF AND ADJOINING SAID LAND IN PLEASANT HILL ESTATES UNIT NO. 1, BEING A SUBDIVISION OF THE SOUTH 350 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clerk's Office

TAX NO.: 02-22-414-004 VOLUME NO.: 149