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3362529371

RECORD AND RETURN TO:

FLEET NATIONAL BANK
11200 WEST PARKLAND AVENUE
MILWAUKEE, WISCONSIN 53224

Prepared by,
ELIZABETH CARSTENS
PALATINE, IL 60067

101771 [Space Above This Line For Recording Data] **MORTGAGE**

31, 69
BOX 260

ATTORNEYS' TITLE COUNTRY FUND, INC.

THIS MORTGAGE ("Security Instrument") is given on **MARCH 19, 1996**, by **MICHAEL G. BLAESTNG** and **CATHY BLAESTNG**, HUSBAND AND WIFE, to **WILLIAM J. COOPER**, as Trustee under the **TRUST AGREEMENT** dated **MARCH 19, 1996**.

("Borrower"). This Security Instrument is given to
CARLTON MORTGAGE SERVICES, INC.

DEPT-01 RECORDING \$31.00
T#0014 TRAN 3694 04/03/96 11:50:00
19204 1 J.W. #--94-292971
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 600 NORTH COURTHOUSE SUITE 110
PALATINE, ILLINOIS 60067 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND NINE HUNDRED AND 00/100

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, 2026. 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 5 IN ARLINGDALE LAKE, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

$$0.6 - 1 = 3.45 - 0.05$$

which has the address of 10 HEATHER COURT, STREAMWOOD
Illinois 60107 Zip Code ("Property Address")

Wise, Chas.

**ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90**

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Notwithstanding such proprietary disclaimers by the vendor his property over this security instrument under these terms and conditions

4.2. **Chargé de l'ordre**, le porteur peut payer aux taxes, assises, mandes, échargées, taxes et impositions intitulable à la propriété which may affect persons other than security instrument and leasehold property or ground rents, if any; le porteur shall pay these obligations in the manner provided in paragraph 2, or it has paid in full mature, le porteur shall pay them on time directly to the person named payable, however such payment shall remain to lender all rights of action to be paid under this paragraph II whenever makes these payments directly, however shall promptly furnish to lender receipts evidencing the payments.

3. **Applicability of the minimum cross-appropriation charges applicable when providers otherwise would be awarded a particular service area under paragraph 2 and 2 shall be applied first, to any preparatory charges due under the Note.**

I am particular in my trial of all suits awarded by this Security Instrument, I am sure that the principal sum so paid to the holder of the Note will be paid to me.

In the same year as the teacher received the professorship, he was appointed to the chair of Latin at the University of Bonn, and he had the opportunity to introduce his ideas on education there.

The funds shall be held in the account which was deposited by a credit agency, bank, or individual.

1. Statement of Estimated and Unearned Premiums and Late Premiums, however shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any premium and late charges due under the Note.

INTERVIEWEES INTERVIEWEE AND LEADER COMMENTS AND QUOTES AS FOLLOWS:

and will defend personally the title to the property against all claims and demands, subject to any contingency or record.

members now or hereafter a party to the property. All improvements and additions shall also be covered by this Security instrument. All of the foregoing is referred to as this Security instrument as the "Property".

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this 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. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the 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; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any 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, 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

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Initials:
Date:

Form 301A 9/90

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or to the address provided for in this Security Instrument shall be given by delivering it or by mailing

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

prepayment clause under the Note.

15. Lender may choose to make this security instrument void if the prepayment will be treated as a partial payment to Borrower. If a refund reduces principal, the reduction will be treated as the Note or by making a direct payment to Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to the permitted times and (b) any sums already collected from Borrower which exceed permitted times will be refunded to Lender except the permitted times; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted times, and (b) to the extent of other loan charges collected or to be collected in connection with the and this law is found by the court to be interpreted so that the security instrument is subject to a law which sets maximum loan charges.

16. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

Secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or Borrower's interest in the property under the terms of this Security Instrument (b) is not permitted, obligated to pay the amounts instrument but does not exceed the Note: (a) is co-signing this Security Instrument only to act as a back-up, agent and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph.

12. Successors and Assigns; Joint and Several Liability; Co-Signers. The covenants and agreements of this

exercise of any right of remedy.

13. Borrower Not Responsible; Payment by Lender Not a Waiver. Extension of the time for payment of non-delinquent expenses in interest. Any forfeiture by Lender in exercising any right of remedy shall not be a waiver of or preclude the of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's otherwise proceedings against any successor in interest of Lender in payment of otherwise nondelinquent not operate to release the liability of the original Borrower or Borrower's successor in interest, Lender shall not be required to amortization of the sums secured 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 successor in interest of Lender to any successor in interest of Borrower shall

possessory the date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Lender and Borrower otherwise agree to waive, any application of proceeds to principal shall not exceed or

secured by this Security instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, at its option, after restoration of part of the Property or to the sums

want or settle a claim for damages, Borrower fails to respond to Lender within 10 days after the date the note is given.

If the Property is abandoned by Lender or if, after notice to Borrower that the condemned offers to make 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 event of a total taking of the Property, the proceeds shall be paid to Lender

and condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, the holder

Borrower takes in the time of or prior to an inspection specially arranged between Lender and

9. Inspection. Lender or its agent may make reasonable efforts upon and inspections of the Property. Lender shall

not interfere with or obstruct inspection specially arranged between Lender and the holder of the note.

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

condemnation of other taking of the Property, shall be applied to the sums secured by this Security instrument.

11. Lender or its agent may make reasonable efforts upon and inspections of the Property. Lender shall

not interfere with or obstruct inspection specially arranged between Lender and the holder of the note.

12. Prepayments. Prepayments may be made in whole or in part by Lender or its agent to the holder of the note.

13. Delays. Delays in making payment by Lender or its agent to the holder of the note shall not affect the rights of the holder.

14. Interest. Interest on unpaid amounts shall be paid to Lender or its agent to the holder of the note.

15. Default. Default by Lender or its agent to the holder of the note shall not affect the rights of the holder.

16. Garnishments. Garnishments may be made in whole or in part by Lender or its agent to the holder of the note.

17. Foreclosure. Foreclosure by Lender or its agent to the holder of the note shall not affect the rights of the holder.

18. Mortgagors. Mortgagors may be made in whole or in part by Lender or its agent to the holder of the note.

19. Substitution. Substitution of Lender or its agent to the holder of the note shall not affect the rights of the holder.

20. Assignment. Assignment of Lender or its agent to the holder of the note shall not affect the rights of the holder.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in 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 governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument 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 this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

DPS 1093

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DPS 1091

Form 301A 9/90

DPS 8-74

DPS 8-74

MY COMMISSION BEGINS 2/2/99
NAME MARY PUBLIC STATE OF ILLINOIS
NOTARY PUBLIC
NOTARIAL ACT
1996

My Commission Expires
4-23-98

Given under my hand and affixed seal this 15th day of February 1998. The said instrument is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he) personally known to me to be the same person(s) whose name(s)

MICHELL G. BLAESSING AND CATHY BLAESSING, HUSBAND AND WIFE
duly Notary Public in and for said county and do hereby certify
STATE OF ILLINOIS, COOK COUNTY ss
(Seal)

Notary Public
Borrower
(Seal)

CATHY BLAESSING
MICHELL G. BLAESSING
(Seal)

Witnesses
Borrower
(Seal)

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.

- Check applicable boxes:
 Adjustable Rate Rider
 Grandminimum Rider
 1-4 Family Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify] _____
 V.A. Rider
 balloon Rider
 Security Instrument Rider

21. 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 this Security Instrument as if the rider(s) were a part of this Security Instrument. The agreements and covenants of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, but not limited to, reasonable payment of all sums secured by this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but not limited to, reasonable attorney fees and costs of title evidence.

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

24. Notice of Default or acceleration of the right to receive payment and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding that this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further advise Borrower to cure the default on or before the date specified in the notice may result in acceleration of the sum due date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured and upon failure to do so, the debt will be declared to cure the default

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured and upon failure to do so, the debt will be declared to cure the default

(d) date further to cure the default on or before the date specified in the notice may result in acceleration of the sum due date, not less than 30 days from the date the notice is given to Borrower, by which time the default must be cured and upon failure to do so, the debt will be declared to cure the default