

RECORD AND RETURN TO:
HERITAGE BANK OF SCHAUMBURG

1535 WEST SCHAUMBURG ROAD
SCHAUMBURG, ILLINOIS 60194

Prepared by:
JULIE BERNA
SCHAUMBURG, IL 60194

601749782

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21, 1997 . The mortgagor is DOROTHY J. STICKLORAT, WIDOW AND SCOTT A. STICKLORAT AND MARY C. STICKLORAT, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HERITAGE BANK OF SCHAUMBURG

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 1535 WEST SCHAUMBURG ROAD SCHAUMBURG, ILLINOIS 60194 ("Lender"). Borrower owes Lender the principal sum of SEVENTY ONE THOUSAND AND 00/100

Dollars (U.S. \$ 71,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2012 . 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 131 IN WEATHERSFIELD UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1959 AS DOCUMENT 17587718, IN COOK COUNTY, ILLINOIS.

07-20-316-011
VOL. 187

Parcel ID #:

which has the address of 219 SOUTH WHITTIER COURT , SCHAUMBURG Street, City .
Illinois 60193 Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHI MC UNIFORM
Instrument: SS MS LD Form 3014 9/90
Amended 8/91
6R(L) 19800

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VMP MORTGAGE FORMS • (800)621-729

DPS 1089

BOX 169

RE TITLE

92685 10F 2

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Borrower shall promptly discharge any liens which has priority over this Security Instrument unless Borrower: (a) agrees to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender superseding the agreement of the holder of the lien.

4. **Chargers; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts so paid under this paragraph.

1 and 2 shall be applied: first, to any preparatory charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender 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 Lender at the time of acquisition or sale as a credit against the sum 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 Items 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 months following the date of notice.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the escrow items. Leader may not charge Borrower, for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Leader pays Borrower interest on the Funds and applies such a charge. However, Leader may only require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreeable law requires interest to be paid, Leader shall not be required to pay Borrower any interest or fees made applicable by law without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Lender on the day monadily payements are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly tax and interestmanta which may attain priority over the Note as it lies on the Property; (b) yearly leasehold payement or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal mortgagel law, or any state, 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. Section 2601 et seq. ("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 lesser amount Lender may collect, if any, of the fees of collection, attorney's fees, and costs of suit, and reasonable expenses of defending or otherwise to collect the amount of Funds due on the basis of current data and reasonable estimate of expenses of future legal or other expenses in accordance with applicable law.

1. Payment of Principal and Interest; Repayment and Late Charge; Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under the Note.

OUTFORM COORDINATES: Buttons and Labels for COORDINATE and Agree as follows:

THE UNIVERSITY OF TORONTO LIBRARIES
SERIALS ACQUISITION SECTION

MONITOR COORDINATOR IS NOT POSITIONED TO IMMEDIATELY JUDGE WHETHER THE ENTIRE BUDGET IS REASONABLE OR WHETHER THE INDIVIDUAL EXPENSES ARE REASONABLE. THIS SECURITY INSTRUMENT COMBINES UNIFORM COVERAGE FOR DILIGENT USE AND NON-UNIFORM COVERAGE WITH LIMITED
AND WILL DEFEND GENERALLY THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY ENCUMBRANCES OF RECORD. BORROWER WARRENTS
THAT HE CONVEY THE PROPERTY AS IT IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD. BORROWER WARRENTS
THAT THIS SECURITY INSTRUMENT COMBINES UNIFORM COVERAGE FOR DILIGENT USE AND NON-UNIFORM COVERAGE WITH LIMITED

SECURITY COVENANTS. All of the obligations set forth in the Security Instrument as the "Property," shall also be covered by this Security Instrument. All of the foregoing is referred to in 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; 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 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 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

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

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 charges shall be reduced by the amount necessary to reduce the charge loan to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits 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 payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signees. The co-venturant and agreements of the security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-venturants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, shall and covary that security under the terms of this Security instrument or the Note; and (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, re-borrow or make any accommodations with regard to the terms of this Security instrument or the Note without the Borrower's consent.

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, if its option, either to restoration or repair of the Property or to the sum

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, whether or not the sum is 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 greater than the amount of the sums secured by the fair market value of the Property paid to Borrower and Lender otherwise agrees in writing, the sum recovered by the Security Instruments, if any, shall be reduced by the amount of the proceeds multipled by the following ratio:
$$\frac{\text{Fair Market Value of Property Paid to Borrower}}{\text{Fair Market Value of Property Before Taking}}$$

16. **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 convenience in lieu of condemnation, are hereby assigned and

9. Lender or Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

additional coverages supplemental 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 alternative mortgage insurer approved by Lender. If subsequently available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium including paid by Borrower when this insurance coverage is passed to be in effect. Lender will accept, use and retain these premiums 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 additional premiums supplemental to the mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance is satisfied.

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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

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Initials: *WES*

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Form 301A 8/80

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(Rev. 11/11/1980)

NOTARY PUBLIC, STATE OF ILLINOIS
TRADEY L. DELLOTO
"OFFICIAL SEAL"

Notary Public

My Commission Expires:

Given under my hand and official seal, this
day of **August**, 19**91**
Signed and delivered the said instrument in
writing and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appended before me this day in person, and acknowledged that
I personally know to me to be the same person(s) whose name(s)

ROBERT A. STICKLORAT AND MARY C. STICKLORAT, HUSBAND AND WIFE
DOROTHY J. STICKLORAT, WIDOW AND

a Notary Public in and for said county, and state do hereby certify
County as:

STATE OF ILLINOIS, COOK

MARY C. STICKLORAT
(Seal)

Witnesses
-Borrower
-Borrower

SARAH A. STICKLORAT
(Seal)

Witnesses
-Borrower
-Borrower

DOROTHY J. STICKLORAT
(Seal)

Witnesses
-Borrower
-Borrower

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.

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 supplement
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable boxes)

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 VA Rider
 Second Home Rider
 Rate Improvement Rider
 Biweekly Payment Rider
 Planned Unit Development Rider
 Codomium Rider
 Family Rider

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
without charge, but not later than the date specified in the note, 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 by law
or before the date specified in the note, Lender, at its option, may require immediate payment in full of all sums
non-excluded of a default or any other default of Borrower to accelerate and foreclose. If the note is not cured on
maturity Borrower of the right to negotiate after acceleration and the right to assert in the foreclosure proceeding the
sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The note shall further
(d) that failure to cure the default on or before the date specified in the note may result in acceleration of the sum
secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The note shall further
(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
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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