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CTI 111139L

When Recorded, Mail To:  
STANDARD FINANCIAL MORTGAGE CORPORATION  
ATTN: FINAL DOCUMENTS  
800 BURR RIDGE PARKWAY  
BURR RIDGE, IL 60521

----- [Space Above This Line For Recording Data] -----

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 25TH, 1998  
The mortgagor is KEVIN A NELSON AND SUSAN J NELSON, HIS WIFE

("Borrower"). This Security Instrument is given to  
STANDARD FINANCIAL MORTGAGE CORPORATION  
which is organized and existing under the laws of ILLINOIS  
800 BURR RIDGE PARKWAY, BURR RIDGE, IL 60521

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED AND NO/100  
Dollars (U.S. \$ 160,500.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on  
SEPTEMBER 1ST, 2028. 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 1059 IN LANCER SUBDIVISION UNIT 10, A SUBDIVISION OF PART OF THE  
NORTHWEST 1/4 OF SECTION 26, AND PART OF THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 07-23-304-005-0000

which has the address of 319 GARETH LN,

[Street]

SCHAUMBURG

[City]

Illinois

60193

[Zip Code]

("Property Address");

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 18761 (9408)

\$100000.00/00

Page 1 of 6 pages

Form 3014-9/90

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1600 Old Taylor Rd., P.O. Box 9999, Elgin, IL 60131  
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liabilities or liability, for which Lender requires insurance. This insurance shall be maintained in the amounts and types of coverage as set forth above within 10 days of the giving of notice.

5. **Hazard of Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the more of the actions set forth above within 10 days of the giving of notice.

This Security instrument, Lender may give Borrower a notice terminating the lease. Borrower shall satisfy the lessor or his Security instrument, if Lender determines that any part of the Property is subject to a lien which may affect the lessee's interest in the lease, or (c) secures from the holder of the lease an agreement satisfactory to Lender subordinating the lease to another tenant of the lease, or (d) secures from the lessor, legal proceedings which in the Lender's opinion operate to prevent the lessor by, or defends against enforcement of the lease in a manner acceptable to Lender; (b) commutes in good faith the writing to the payee of the obligation secured by the lease in a manner acceptable to Lender; (a) agrees to the Borrower shall promptly declare any lease which has priority over this Security instrument unless Borrower: (a) agrees

the payee; (b) pays all taxes, assessments, charges, fines and impositions, arising and payable to the Proprietary, First, to any late charges due under Note.

4. **Charges.** Lender shall pay all taxes, assessments, charges, fines and impositions, arising and payable under paragraph 2, and, to increase due, fourth, to principal due; and last, to any late charges due under Note.

5. **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

such of the Proprietary, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sum

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Proprietary, Lender prior to the acquisition or

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by

shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the

earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender

agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or

agreement is made or applicable law requires Borrower to pay a one-time charge for an independent real

Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for a service provided by

the Eacrow items. Lender may not charge Borrower for holding and applying the Funds, annually surveying the eacrow

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay

The Funds shall be held in an association whose deposits are insured by a federal agency, instrumentality, or entity

of expediency of future Eacrow items or otherwise in accordance with applicable law.

exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates

law that applies to the Funds, less a lesser amount, if so. Lender may, at any time, collect and hold Funds in an amount not to

Exhibit Schedule Procedure Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq ("RESPA"), unless another

amount a Lender for a federally related mortgage loan may receive for Borrower's account under the general Real

incomes are called "Eacrow items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum

Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

payments of premium, if any, (e) yearly mortgage insurance premium, if any; and (f) any sums payable by Borrower to

insurance premiums, if any, (c) yearly hazard or property insurance premiums; (d) yearly flood

taxes and assessments which may affect this Security instrument as a lien on the Property; (b) yearly leasehold

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

principal of and interest on the day monthly payments, subject to applicable law and late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the

principal of and interest on the day monthly payments, subject to applicable law and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law and late charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

uniform variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

mortgage, grant and convey the Property and that the Property is lawfully seized of the estate hereby conveyed and has the right to

foreclose. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter a part of the property. All replacement and additonal agreements shall also be covered by this Security

and fixtures now or hereafter a part of the property. All replacement and additonal agreements shall also be covered by this Security

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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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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Form 3014 9/90

ITEM 107613 (9408)

(Page 3 of 6 pages)

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of no evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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



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## **ADJUSTABLE RATE RIDER**

### (1 Year Treasury Index + Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25TH day of AUGUST, 1998  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or  
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to  
secure Borrower's Adjustable Rate Note (the "Note") to

**STANDARD FINANCIAL MORTGAGE CORPORATION**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

319 GARETH LN  
SCHAUMBURG, IL 60193 (Property Address)

98799602

### Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.7500%. The Note provides for changes in the

#### **4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

(A) Change Dates

The interest rate I will pay may change on the first day of SEPTEMBER, 2003 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND SEVEN EIGHTEHS

percentage points ( -2.8750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

MULTISTATE ADJUSTABLE RATE RIDER • ARM 5-2 • Single Family • Fannie Mae/Freddie Mac Uniform Instrument  
Form 5111-585

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## Definitions

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**BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions outlined in page 1**

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower written notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may pay all sums accrued by this date plus interest. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument with respect thereto.

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 beneficiary interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender determines that transfer is made for security purposes by the loan servicer and (b) Lender reasonably intended that Lender's security interest will not be impaired by the transfer.

**B. TUNNELS AND THE PROBLEMS ON A BIMODALITY IN TERMS OF BORNOWSKI**

**THE PRACTICAL BENEFITS OF A HIERARCHICAL INTERFACE IN BROWSING**

The notice holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

תְּאַמְּרָנָה בְּבִזְבֻּחַ - ۱۱

My new monthly rate will receive me exclusive benefits on each Change Date. I will pay the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### **REFERENCES AND NOTES**

### (b) Effects on Interrelated Rate Changes