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2000-06-21 14:45:09

Cook County Recorder

27.50

WHEN RECORDED, MAIL TO

Selfreliance Ukrainian Federal Credit Union

Chicago

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Property Tax ID No.:_

16-01-414-006

2351 W. Chicago Ave. Chicago, Illinois 60622

COOK COUNTY RECORDER **EUGENE "GENE" MOORE**



ROFFING MENDOAS
SPACE ABOVE THIS LINE FOR RECORDER'S USE
REVOLVING CREDIT MORTGAGE THIS MORTGAGE CONTAINS A DIJE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THIS MORTGAGE PREPARED BY Crest J. Popel, Attorney at Law, 2300 W. Chicago Ave., Chicago, IL 60622
THIS MORTGAGE is made this 6th day of June 2000
between the Mortgagor, PETRO GLIBKA and MARIA GLIBKA, his wife
(herein "Borrower"
and the Mortgagee, Selfreliance Ukraini in Federal Credit Union
a corporation organized and existing under the laws of the United States of America
whose address is 2351 W. Chicago Ave., Chicago, Illinois 60622
(herein "Lender"
WHEREAS, Borrower is indebted to Lender as described in this paragraph; TO SECURE to Lender: (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plate Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and a modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advance to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repair and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The tot outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed ONE HUNDRED THOUSAND AND OUT OF ONE HUNDRED THOUSAND AND OUT OF ONE ONE HUNDRED THOUSAND AND OUT OF ONE ONE ONE OF ONE
LOT 18 IN LEHMER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
hich has the address of 2543 W. Cortez St.

60622

(Zip Code)

Illinois

PAGE 1

EIL937 6849LL

(herein "Property Address");

Borrower, invoke any remedies permitted by paragraph 22 hereof. If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on

toreclosure. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate affer acceleration and the right AZ hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; or (3) Borrower's action or inaction or the Credit Agreement; or (3) Borrower's action or inaction and adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any 22. ... Detault, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event

default, Borrower shair kave the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforming this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Credit Agreement had no accourted; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the concents and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 here if, in sluding, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may provided in paragraphy require to assure that the single interest in the Property and Borrower's obligation to pay the sums reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's

reasonably require to assure that the first of this Mortgage, Lender's interest in the Property and Borrower takes such action to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage shall continue unimpaired. Upon sceleration had occurred.

24. Assignment of Bents; Appoints of Beceiver. As additional security hereunder, borrower hereby assigns to lender the rents of the property, provided that borrower shall, provide and exact payable.

Upon acceleration under paragraph 22 nereof or abandonment of the property, lender shall be entitled to have a receiver under paragraph 22 nereof or abandonment of the property including those past appointed by a court to enter upon, take possession of any manage the property and to collect the rents of the property including those past abpointed by a court to enter upon, take possession of any manage the property and to collect the rents of the property including those past about the controlled by the receiver shall be applied firs; to payment of the costs of management of the property and collection of rents.

due. All rents collected by the receiver shall be applied fire to asyment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver and reasonable attorneys fees, and then to the sums secured by this mortgage. The receiver shall be liable to account only for these rents actually received.

Socurity interest in real property may be required by Lender shall concered to this Mortgage without charge to Borrower.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OF JEZOS OF TRUST

and of any sale or other foreclosure action. Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage to give Notice to Lender the superior encumbrance

IN WITNESS WHEREOF Borrower has executed this Mortgage.

\mathcal{L}	Notary Public			9	
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. 2000		day of	Ч79	official seal, this_	Given under my hand ar
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do hereby certify that	esid county and clate	rot bns ni cildu9 Yublic in and for	γλĵ	resa Dachniws	э ч _
-Borrower		Maria Glibka		Cook	STATE OF ILLINOIS,
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Notary Public, State of Illinois My Commission Expires 05/25/2002 THERESA DACHNIWSKYJ OFFICIAL SEAL

UNOFFICIAL COP

00455786 Page 3 of TOGETHER with all the improvements hower lerealter created in the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Complete if applicable: This Property is part of a condominium project known as __ This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project. This Property is in a Planned Unit Development known as Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agancy (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender chall give to Borrower, without charge, an annual accounting of the Funds showing credits 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rento, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one

or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit

against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all pay nents received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable of Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Bolrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2 Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development,

th all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixture

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as	

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as _____

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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