

Name: **Alicia Bujak**

Address:

**LIBERTY BANK FOR SAVINGS
7111 W FOSTER AVE
CHICAGO, IL 60656-1988**

0020127706

1602/0272 25 001 Page 1 of

14
2002-01-31 13:54:51
Cook County Recorder

14
47.50

After Recording Return To:

**LIBERTY BANK FOR SAVINGS
7111 W FOSTER AVE
CHICAGO, IL 60656-1988**

4288437-11

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

G/T

*14
Mae*

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13; 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **January 04, 2002**

, together with all Riders to this document.

(B) "Borrower" is **PHILIP T ZAGORSKI, SINGLE NEVER MARRIED**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **LIBERTY BANK FOR SAVINGS**

Lender is a **Savings Bank** organized and existing under the laws of **STATE OF ILLINOIS**. Lender's address is **7111 W FOSTER AVE, CHICAGO, IL 60656-1988**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **January 04, 2002**

. The Note states that Borrower owes Lender **Two Hundred Thousand and no/100**

Dollars (U.S. \$ **200,000.00**) plus interest. Borrower has promised

to pay this debt in regular Periodic Payments and to pay the debt in full not later than **February 01, 2032**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider

Condominium Rider

Second Home Rider

Balloon Rider

Planned Unit Development Rider

Other(s) [specify]

1-4 Family Rider

Biweekly Payment Rider

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

213193943

Form 3014 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

UNOFFICIAL COPY

To Order Call 1-800-590-9993 Fax 616-791-1131

Page 2 of 11 pages

ITEM 1862 (001)

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 301A/101
213193943

of record.
Borrower is lawfully seized of the estate hereby conveyed and has the right to
waiver, grant and convey the title to the Property against all claims and demands, subject to any encumbrances
mortgage, fixture and fixtures now or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

CHICAGO	[City]
, Illinois	[Zip Code]
60608-6718	("Property Address"):

926 W 34TH PL
[Street]

which currently has the address of
PIN# 17-32-222-029 & 17-32-222-030

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
LOTS 43 AND 44 IN BLOCK 3 IN BROWN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH
45 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14,
described property located in the **COOK** County of **COOK**
This Security instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of
the Note; and (ii) 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 and Lender's successors and assigns the following
described property located in the **COOK** County of **COOK**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
This Security instrument secures to Lender the Note and/or this Security instrument.
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has
assumed Borrower's obligations under the Note and/or this Security instrument.
related mortgage loan" under RESPA.
restrictions that are imposed in regard to a "federally related mortgage loan", even if the Loan does not qualify as a "federally
regulated mortgage loan" under RESPA.
regulation that governs the same subject matter. As used in this Security instrument, "RESPA" refers to all requirements and
regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation,
(N) "Perpetual Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(K) "Escrow Items" means those items described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party
(other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the
Property; (ii) condemnation of all or any part of the Property; (iii) conveyance in lieu of condemnation; or
of sale transactions, or other taking of all or any part of the Property; (iv) misrepresentation of the value and/or condition of the
(J) "Electronically Transferred" means any transfer of funds, other than a transaction originated by telephone, wire transfers, and automated
paper instrument, which is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape so as to
order; instant, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-
of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated
paper instrument, which is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape so as to
impose on Borrower or the Property by a condominium association, homeowners association or similar organization.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are

UNOFFICIAL COPY

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal; Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower

00462700

UNOFFICIAL COPY

Item 1a/ela (001)
Order Call: 1-800-630-9393 □ Fax: 619-791-1131
Form 301A/01
ILLINOIS—Single Family—Family/Freddie Mac UNIFORM INSTRUMENT
213193943

If Borrower fails to maintain any of the coverage described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was

the review of any flood zone determination resulting from an objection by Borrower.

also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with time remappings or similar changes occurring which affect such determination or certification. Borrower shall trackimg services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unless chosen by Borrower semantics can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower (including deductible levels) and for the periods that Lender requires. What Lender requires must be made available to the amounts limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be mandatory, included in the premium and applied to fire, hazards included within the term, "extended coverage," and any other hazards including, but not insured against loss by fire, hazards included within the term, "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Section 4.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreements; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attach priority over this Security Instrument, Lender may give Borrower a notice terminating the lien. Within 10 days of the date on which notice is given, Borrower shall satisfy the lien or take one of the actions set forth above in this section.

Upon payment of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the property which can attach priority over this Security Instrument, leasehold payments of ground rents on the property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower make up the deficiency in accordance with RESPA, but in no more than 12 months.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds held by Lender.

Borrower shall notify RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 months.

Borrower shall notify RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, as required by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

UNOFFICIAL COPY

previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to an refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

UNOFFICIAL COPY

Form 301A/101
ILLINOIS—Single Family—Family/Married Mac UNIFORM INSTRUMENT
213193943

ITEM 18766 (0011) Order Call: 1-800-630-9393 Fax: 616-791-1111
Page 6 of 11 pages
GRATUIT

and they will not entitle Borrower to any refund.
(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, or

of the premiums paid to the insurer, the arrangement is often termed "capitive reinsurance." Further: portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgagee insurer's risk, or a portion of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a affiliate of the Note, another insurer, any reinsurer, any other entity, or any result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurance, or any

include funds obtained from Mortgage Insurance premiums).

Mortgagee insurer to make payments using any source of funds that the mortgagee insurer may have available (which may satisfy to the mortgagee insurer and the other party (or parties) to these agreements. These agreements are on terms and conditions that are with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are

Mortgagee insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower provided in the Note.

Lender is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate Lender ends in accordance with any written agreement between Borrower and Lender providing for such termination or until Insurance coverage in effect, or to provide a non-refundable loss reserve until Lender's requirement for Mortgage Insurance terminates toward the premiums for Mortgage Insurance shall pay the premiums required to make Lender terminate Mortgage Insurance as a condition of making the Loan and Borrower was required to make Lender terminate Mortgage Insurance separately if a separate payment toward the premiums for Mortgage Insurance becomes available, and Lender requires especially if a selected by Lender not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserves if Lender reserves shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender not be required to pay Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such effect. Lender the amount of the separately designated funds that were due when the insurance coverage ceased to be in effect to Lender. If substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurance selected by Lender. If substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, at a cost premiums required to obtain coverage separately, form the mortgagee insurance previously in effect, Borrower shall pay the required to make separately designated funds toward the premiums for Mortgage Insurance, Borrower shall pay the required to make Lender ceases to be available, from the mortgagee insurance provided such insurance and Borrower was required by Lender to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage pay the premiums required to leasehold, Borrower shall comply with all the provisions of the lease. If Borrower shall acquire fee title to the Property, the lesseehold and the fee title shall not merge unless Lender agrees to the merger in writing.

If this Section is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower interest, upon notice from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such Lender incurs no liability for not taking any or all actions authorized under this Section 9.

take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that eliminate building or other code violations or dangerous conditions, and have utility taxes unpaid on or off. Although Lender may limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security instrument, including its secured position in a bankruptcy proceeding. Security the Property includes, but is not can include, but are not limited to: (a) paying attorney's fees to protect its interest in the Property over this Security instrument; (b) appealing in court, and (c) paying reasonable attorney's fees secured by a lien which has priority over this Security instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security instrument, including protection and/or assessment of the value of the Property, and securing and/or repairing the Property. Lender's actions instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for bankrupcy, probable, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security instrument, including protection and/or assessment of the value of the Property, and securing and/or repairing the Property. Lender's actions

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower

UNOFFICIAL COPY

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

UNOFFICIAL COPY

To Order Call: 1-800-530-9393 Fax: 616-791-1131

(Page 8 of 11 pages)

ITEM 10768 (0011)

ILLINOIS—Single Family—Family Mae/Freddie Mac UNIFORM INSTRUMENT
Form 30141/01
213193943
ERETLAND ■

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liabilities shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note ("co-signer"); (a) is co-signing this Security Instrument under the terms of the Note; and (c) agrees that Lender and any other Borrower can agree to pay the sums secured by this Security Instrument; and (b) is not personally obligated to pay co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay co-signer's interest in the Note (a "co-signer").

Borrower's obligations and liabilities shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note ("co-signer"); (a) is co-signing this Security Instrument under the terms of the Note; and (c) agrees that Lender and any other Borrower can agree to pay the sums secured by this Security Instrument; and (b) is not personally obligated to pay co-signer's interest in the Note (a "co-signer").

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liabilities shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note ("co-signer"); (a) is co-signing this Security Instrument under the terms of the Note; and (c) agrees that Lender and any other Borrower can agree to pay the sums secured by this Security Instrument; and (b) is not personally obligated to pay co-signer's interest in the Note (a "co-signer").

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, to reduce the charge to the permitted limits, if necessary. Lender may collect other loan charges collected in connection with the loan if the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by mailing notice to all Borrowers unless Borrower has designated a substitute address by notice to Lender. The notice shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. Notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when given by Borrower in writing.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument will satisfy the correspondence requirement under this Security Instrument. Applicable Law regulating readability, severability; Rules of Construction; and the Security Instrument under this Security Instrument.

If the loan is subject to a law which sets maximum loan charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Lender may not charge fees that are refundable except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, to reduce the charge to the permitted limits, if necessary. Lender may collect other loan charges collected in connection with the loan if the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by mailing notice to all Borrowers unless Borrower has designated a substitute address by notice to Lender. The notice shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. Notice to any one mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when given by Borrower in writing.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument will satisfy the correspondence requirement under this Security Instrument. Applicable Law regulating readability, severability; Rules of Construction; and the Security Instrument under this Security Instrument.

If the loan is subject to a law which sets maximum loan charge fees that are refundable except as provided in Section 20) and benefit the successors and assigns of Lender.

16. Governing Law; Severability; Promissory Note. Any notice given by Borrower or Lender in connection with this Security Instrument will satisfy the correspondence requirement under this Security Instrument. Applicable Law regulating readability, severability; Rules of Construction; and the Security Instrument under this Security Instrument.

16. **Governing Law; Severability; Promissory Note.** Any notice given by Borrower or Lender in connection with this Security Instrument will satisfy the correspondence requirement under this Security Instrument. Applicable Law regulating readability, severability; Rules of Construction; and the Security Instrument under this Security Instrument.

16. **Governing Law; Severability; Promissory Note.** Any notice given by Borrower or Lender in connection with this Security Instrument will satisfy the correspondence requirement under this Security Instrument. Applicable Law regulating readability, severability; Rules of Construction; and the Security Instrument under this Security Instrument.

UNOFFICIAL COPY

immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to his Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

2023/06

UNOFFICIAL COPY

ITEM 187610 (001)

To Order Call: 1-800-630-9393 Fax: 616-791-1131

GREATAUD ■

ILLINOIS—Single Family—Family/Mae/Freddie Mac UNIFORM INSTRUMENT

(Page 10 of 11 pages)

Form 3014 1/01

213193943

Property
of
Lender

insurance may be more than the cost of insurance Borrower may be able to obtain on its own. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance in connection with the placement of the insurance until the effective date of the cancellation or expiration of the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, including interest and any other charges Lender may have obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower has obtained insurance purchased by Lender, but only after providing Lender with evidence that Borrower may later cancel any insurance purchased by Lender. Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with Lender's interests in Borrower's collateral. This insurance may, if need not, protect Borrower's interests. The coverage to protect coverage required by Borrower's agreement, unless Borrower provides Lender with evidence of the insurance and by virtue of the Illinois homestead exemption laws.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

Instrument. Borrower shall pay any recording fees. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Section 22, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this sum secured by this Security Instrument without further demand and may foreclose this Security Instrument by cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all the non-default or any other defense of Borrower to acceleration and foreclosure. If the default is not further information Borrower after acceleration and the right to assert in the foreclosure proceeding

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall cure default on or before the date specified in the notice may result in acceleration of the sums

(d) that failure to cure the default on or before the date specified in the notice given to Borrower, by which the default must be cured; and (e) 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; breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

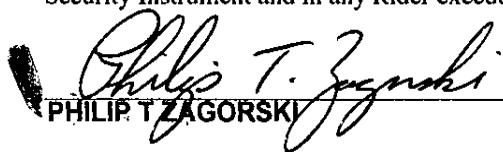
Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup. Breach of which Borrower has actual knowledge, (b) any Environmental Subsidiary, Borrower shall promptly take all necessary remedial actions in accordance with applicable law, or any private party, that any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall remove take all necessary remedial actions in accordance with government or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance or release of a Hazardous Substance which adversely affects the value of the property. If Borrower leases, or is notified by any leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any Hazardous Substance which adversely affects the value of the property. If Borrower leases, or is notified by any leaking, discharge, release or threat of release of any Hazardous Substance, and (b) any Environmental Condition, including but not limited to, any spilling,

any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental

COVENANT

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.



PHILIP T ZAGORSKI

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

State of Illinois
County of *CHICAGO*

This instrument was acknowledged before me on
PHILIP T ZAGORSKI, AN UNMARRIED MAN

January 2002

(date) by

(name[s] of person[s]).

Kathleen Farrar
Notary Public



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

ITEM 1876L11 (0011)

(Page 11 of 11 pages)

213193943

Form 3014 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

20127708

UNOFFICIAL COPY

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **4th** day of **January 2002**, 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 Note to **LIBERTY BANK FOR SAVINGS, Savings Bank**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**926 W 34TH PL
CHICAGO, IL 60608-6718**

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. "BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

30422102

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

213193943
Form 3170 1/01

ITEM 1790L1 (0011)

(Page 1 of 3 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

UNOFFICIAL COPY

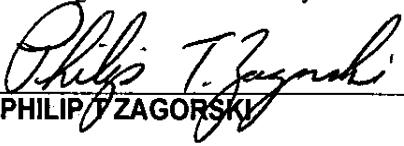
ITEM 179012 (0011) (Page 2 of 3 pages)
To Order Call: 1-800-530-9393 Fax: 616-791-1131
MULTISTATE 1-A FAMILY RIDER—Family Member Mac UNIFORM INSTRUMENT
Form 3170 1/01
213193943
GRETLAND ■

Lender may invoke any of the remedies permitted by the Security Instrument.
agreement in which Lender has an interest shall be a breach under the Security Instrument and
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or
when all the sums secured by the Security Instrument are paid in full.
any other right or remedy of Lender. This assignment of Rents of the Property shall terminate
when a default occurs. Any application of Rents shall not cure or waive any default, or invalidate
However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time
upon, take control of or maintain the Property before or after giving notice of default to Borrower,
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter
exercising its rights under this paragraph.
Borrower represents and warrants that Borrower has not executed any prior assignment of
the Rents and has not performed, and will not perform, any act that would prevent Lender from
pursuant to Section 9.
If the Rents of the Property are not sufficient to cover the costs of taking control of and
managing the Property and of collecting the Rents, any funds expended by Lender for such
purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument
pursuant to Section 9.
If the Rents of the Property are not sufficient to cover the costs of taking control of and
inadequacy of the Property as security.
Property and collect the Rents and profits derived from the Property without any showing as to the
(vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the
appointed receiver shall be liable to account for only those Rents actually received, and
then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially
maintainance costs, insurance premiums, taxes, premiums on receiver's bonds, repair and
most limited to, attorney's fees, receiver's fees, premiums on collecting the Rents, including, but
the costs of taking control of and managing the Property and collecting first to
law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to
to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable
Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid
the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the
held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by
If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be
not an assignment for additional security only.

paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and
the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be
receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of
tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall
payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each
rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are
POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN
Paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
the existing leases and to execute new leases, in Lender's sole discretion. As used in this
of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate
Paragraph C, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider.


PHILIP T. ZAGORSKI

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Property of Cook County Clerk's Office

201227706

213193943

Form 3170 1/01

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1790L3 (0011)

(Page 3 of 3 pages)

GREATLAND
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131