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1614/0255 55 001 Page 1 of 8
2002-01-31 15:15:30
Cook County Recorder 35.00



0020129585

Amy Herme

1 of 1

NA

21139325

CTI

Parcel #
90-71240170000

Prepared By:
GARY COOPER

Record and Return Address:
Chase Manhattan Bank USA, N.A.
c/o Chase Manhattan Mortgage Corporation
1500 N. 19th St.
Monroe, LA 71201
Attn: Document Control 6th FL. - HE

Reference # 013511411420
Servicing # 916556240

8

ILLINOIS
CLOSED-END MORTGAGE

THIS MORTGAGE is given on December 18, 2001. The mortgagor is:
MARK BONDZINSKI and KIMBERLY A BONDZINSKI

This Mortgage is given to Chase Manhattan Bank USA, N.A.
a national banking association whose address is:
C/O Chase Manhattan Mortgage Corp. 250 West Huron Road, P.O. Box 93764, Cleveland, OH 44113
("Lender") or its successors or assignees. In this Mortgage, the terms "you," "your" and "yours" refer to the
mortgagor(s). The terms "we," "us" and "our" refer to the Lender. You owe us the principal sum of
Forty-Seven Thousand and 00/100 Dollars
(\$ 47,000.00). This debt is evidenced by your note ("Note") dated the same date as this Mortgage,
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
December 17, 2016. This Mortgage secures to us: (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 this Mortgage to protect the security of this Mortgage; and (c) the
performance of your covenants and agreements under this Mortgage and the Note. For this purpose, you
hereby mortgage, grant and convey to us and our successors and assigns the property located in

BOX 333-CTI

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You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

6. Preservation and Maintenance of Property; Leaseholds. You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Mortgage is on a leasehold, you shall comply with the lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or any advance under the Note or this Mortgage, appearing in court, paying reasonable attorneys' fees, paying any sums which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Note and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

8. Inspection. We may make entries in and upon the Property to inspect same at any reasonable time and upon reasonable notice.

9. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds at our option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Note and paragraph 1 change the amount of such payments.

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10. You Are Not Released; Forbearance by Us Not a Waiver. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any of your successors in interest shall not operate to release your liability or the liability of your successors in interest. We shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Note, but is obligated to pay all other sums secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Note without such person's consent.

12. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Notices. Unless otherwise required by law, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us. Unless otherwise required by law, any notice to us shall be given by first class mail to our address stated above or any other address we designate by notice to you.

14. Governing Law; Severability. The extension of credit secured by this Mortgage is governed by federal law, which for the purposes of 12 USC § 85 incorporates Delaware law. However, the interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

15. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.

16. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to you. 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 Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Note. If there is a change of the Loan Servicer, you will be given written notice of the change as required by 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 information required by applicable law.

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24. **Riders to this Mortgage.** If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)]

- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Other(s) _____

BY SIGNING BELOW, You accept and agree to the terms and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

Signed, sealed and delivered in the presence of:

 Witness: MARK BONDZINSKI (Seal)

(Seal) _____ (Seal)
KIMBERLY A BONDZINSKI

(Seal) _____ (Seal)

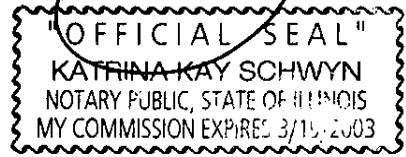
(Seal) _____ (Seal)

STATE OF ILLINOIS, Cook County ss:
 I, Katrina Kay Schwyn, a Notary Public in and for said county and state, do hereby certify that Mark and Kimberly Bondzinski, personally known to me to be the same person(s) whose name (s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of Dec., 2001

Katrina Kay Schwyn
 Notary Public _____ County, Illinois.

My Commission expires: 3/19/03



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STREET ADDRESS: 732 MEADOW DRIVE

CITY: DES PALINES

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

Property of Cook County Clerk's Office

20129585

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STREET ADDRESS: 732 MEADOW DRIVE
CITY: DES PLAINES COUNTY: COOK
TAX NUMBER: 09-07-424-017-0000

LEGAL DESCRIPTION:

LOT 18 IN MOEHLING FARMS SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 5 IN CONRAD MOEHLING'S SUBDIVISION OF PART OF THE WEST 1/2 OF FRACTIONAL SECTION 8 AND PART OF THE EAST 1/2 OF FRACTIONAL SECTION 7, ALL IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1997 AS DOCUMENT 97474991, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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