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03006699

A.J. SMITH FEDERAL SAVINGS BANK
14757 S. CICERO AVENUE
MIDLOTHIAN, IL 60445

03005668
03006699

APPL# 002-30902005
ML# 0020754933

(Space Above This Line For Recording Data)

MORTGAGE

DEPT-01 RECORDING \$31.50
100011 TRAN 8402 12/09/93 10:55:00
\$2159 * 03-006699
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29, 1993 . The mortgagor is
DANIEL J PLEFKA AND KAREN A PLEFKA, HIS WIFE

03005668

("Borrower"). This Security Instrument is given to

A.J. SMITH FEDERAL SAVINGS BANK

DEPT-01 RECORDING \$31.50
100011 TRAN 8402 12/09/93 10:55:00
\$2159 * 03-006699
COOK COUNTY RECORDER

which is organized and existing under the laws of
address is 14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445

THE UNITED STATES OF AMERICA

, and whose

SEVENTY TWO THOUSAND AND NO/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 72,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 314 IN CHERRY HILL FARMS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTH 50.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. #: 27-23-316-016 VOL. 147

03006699

which has the address of 16521 CHERRY HILL AVE, TINLEY PARK (Street, City),
Illinois 60477 ("Property Address");

3150

[Zip Code]

ILLINOIS - Single Family • FNMA/FHLMC UNIFORM INSTRUMENT

VMP • SR(IL)(9212).01

Form 3014 9/90
Amended 5/91

VMP MORTGAGE FORMS • (800)521-7200



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Form 3014 8/90

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Boardmember shall provide payables directly to Lender without prior notice, Boardmember shall promptly remit to Lender receipts evidencing the payment.

4. Charges: Lien(s). Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

3. Application of Payments. Unless applicable law provides otherwise, all payments receivable by Plaintiff under paragraph 2, and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Secularism in Thailand

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under Paragraph 21, Lender shall acquire or sell the Property, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, and upon all of the Funds held by Leander in excess of the amounts permitted to be held by Leander under applicable law, Leander shall make up the deficiency.

requisitions intercessi to be paid, Lender shall not be required to pay Barrower any interest or claimings on the Funds, Barrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall have all sums secured by this Security instrument made. The Funds are pledged as additional security for all sums secured by this Security instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually delaying the escrow account, or verbally threatening Lender, Lender may not charge Borrower for holding and applying the Funds, unusually delaying the escrow account, or verbally threatening Lender, unless Lender has received payment from the Fund. Unusually delaying the escrow account, or verbally threatening Lender, unless Lender has received payment from the Fund.

otherwise in accordance with applicable law.

Under may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Barrower's account under the federal Residential Construction Procedures Act of 1974 as amended from time to time. ("RESPA"). Under this Law that applies to the Funds held by Barrower under the RESPA, the maximum amount held by Barrower under the RESPA, will be limited to the lesser of the amount of funds held by Barrower under the RESPA or the maximum amount of funds held by Barrower under the RESPA.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue prior to the date of maturity; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of this Note.

1. Payments of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the amount of taxes and insurance.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

TOP-SECRET
TOP SECRET//
fixtures now or hereafter a part of the property. All improvements shall also be covered by this Security Instrument.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 804-9/90
Page 4 of 8
-8R (IL) 1921201

[Signature]
Form 804-9/90

be severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be disregarded in which the Property is located. In the event that any provision or clause of this Security instrument or the Note is declared invalid by a court of law and the law of the state in which the Property is located, the Note shall be governed by federal law and the law of the state in which the Property is located.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located.

16. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery or by mailing it to the first class mail unless otherwise used of another method. The notice shall be directed to Lender in this Security instrument or by other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's office address specified herein or by other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be delivered to Lender under circumstances in which the Property is located.

17. Non-waiver. Any notice to Borrower provided for in this Security instrument shall be given by delivery or by mailing it under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without a prepayment charge unless chosen to make this reduction by reducing the principal owed under the Note or by making a direct payment to Lender may choose to make this reduction by reducing the principal exceeded permitted limits to Borrower, exceed the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be repaid to Borrower. Any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; (c) any such loan charge shall be reduced to be eligible to coincide with the loan in connection with the loan and that law is finally interpreted so that the interests or other loan charges collected or to be collected in connection with the loan and which exceed maximum loan charges.

18. Loan Charge. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges,

make any accommodations with respect to the terms of this Security instrument or the Note without that Borrower's consent. Borrower's interest in the terms of this Security instrument; (d) is not personally obliganted to pay the sums received by this Security instrument by reason of any other factor or external, modify, for example, to collect or exceed the permitted limits, then: (a) is cosigning this Security instrument only to mortgagee, general and convey that instrument but does not execute the Note; (b) is joint and several. Any Borrower who signs this Security instrument shall be liable to the original Borrower or Borrower's successor in interest. Lender shall not be required to pay the amount of any accommodation made by this Security instrument or the Note.

Paragraph 17. Borrower's successors and assigns and assignees of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assignees of Lender and Borrower, except to the extent of this paragraph.

19. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

right or remedy.

in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any right or remedy.

the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successor to collect or release to Lender in interest, or refuse to extend time for payment or otherwise amend or terminate any accommodation agreement or collection proceeding against Lender or Borrower or Borrower's successor in interest. Lender shall not be required to pay the amount of any accommodation made by this Security instrument or the Note.

11. Borrower Not Released; Forfeiture; By Lender or Waller. Extension of the time for payment or modification of this date of the monthly payments recited in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower jointly agree in writing, any proceeds to principal shall not exceed or postpone

by this Security instrument, whether or not then due.

is authorized to collect and apply, the proceeds, at its option, either to restore or repair of the Property or to the sums secured as award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the note is given, Lender

not operate to release the liability of the original Borrower or Borrower's successor in interest to Lender shall not be required to pay the amount of the monthly payments recited in paragraphs 1 and 2 or change the amount of such payments.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

right or remedy.

in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any right or remedy.

the sums secured by this Security instrument whether or not then due.

Borrower and Lender, jointly before the taking or return of unless Borrower fails to pay the amount of the Security instrument immediately before the taking, unless Borrower fails to respond to Lender within 30 days after the note is given, Lender

not operate to release the liability before the taking, divided by (b) the fair market value of the Property immediately before the

taking. Any balance immediately before the taking, divided by (b) the fair market value of the Property immediately before the

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- 16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

- 19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

- 20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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Send to: IDLOTHTHIAN, IL 60445
14757 S. CICERO AVENUE
RETURN TO: A.J. SMITH FEDERAL SAVINGS BANK

Form 3014 8/80

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This instrument was recorded on November 12, 1995.

Nancy Public
Eileen L. Boatright
OFFICIAL SEAL

My Commission Expires:

Given under my hand and seal this 29th day of NOVEMBER 1993

subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that the persons personally known to me to be the same person(s) whose name(s)

DANIEL J. PLEFFKA AND KAREN A. PLEFFKA, HIS WIFE
, a Notary Public in and for said county and state do hereby certify that

COOK County ss:

STATE OF ILLINOIS,

020099020

Witnesses:
Borrower
(Seal)

Borrower
(Seal)

KAREN A. PLEFFKA
(Seal)

DANIEL J. PLEFFKA
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.

- (Check applicable box(es))
- V.A. Rider
 - Balloon Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Adjustable Rate Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, all covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Property of Cook County Clerk's Office