

# UNOFFICIAL COPY

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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."

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

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 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 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 attain priority over this Security Instrument as a lien on the Property; (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 paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender 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 Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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, Lender, prior to the acquisition or 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 Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3014 9/90

Initials: *[Signature]*

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Form 3014-B/90  
Amended 5/91

VMP MORTGAGE FORMS - 131293-A100 - 18001521-7291

M-6R(L) 1989

(Street, City).

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

(Type Date)

60091

("Property Address")

(Name)

2048 CENTRAL ST., WILMETTE

REAL ESTATE TAX I.D. #: 05 888 114 013

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

COOK  
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:  
This Security Instrument and to the performance of Borrower's covenants and agreements under this Security Instrument and the modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the instrument secured by the Note; (c) the repayment of the debt evidenced by the Note; (d) interest, and all renewals, extensions and payments, with the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2023**. This Security  
Instrument is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly  
payments, and which recites that it is given "in consideration of the debt evidenced by the Note".  
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly  
payments (U.S. \$ **151,200.00** ).

ONE HUNDRED FIFTY ONE THOUSAND TWO HUNDRED (\$151,200)

("Lender"). Borrower owes Lender the principal sum of  
which is organized and existing under the laws of **THE FIRST NATIONAL BANK, CHICAGO, ILLINOIS 60670**,  
and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**.

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

THE FIRST NATIONAL BANK OF CHICAGO

KAZIMIERZ KALINOWSKI AND HALINA KALINOWSKI, MARRIED TO EACH OTHER  
THIS MORTGAGE ("Security Instrument") is given on **AUGUST 30, 1993**  
The mortgagor is

THE FIRST NATIONAL BANK OF CHICAGO  
JENNIFER PORINER  
1901 SOUTH MERRIS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

and should be returned to: **[Space Above This Line For Recording Data]**

THESE INSTRUMENTS PREPARED BY **[Signature]**  
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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

**10. Condemnation.** The proceeds of any award or claim 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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

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Form 3014-8/90

8. **Motorranglede insurance:** If Lender receives payment from insurance as a result of damage due to his security instrument, Borrower shall pay the premiums required to maintain the insurance coverage in effect. If, for any reason, the motorranglede insurance coverage ceases to be in effect, Borrower shall pay the premiums required to maintain coverage subsequently or under lapses of cases to be in effect. Borrower shall pay the premiums required to maintain coverage subsequently or under lapses of cases to be in effect if the motorranglede insurance premium previously paid by Lender is not available, Borrower shall pay to Lender each month in sum equal to one-twelfth of the yearly motorranglede insurance premium being paid by Borrower when the insurance coverage lapses or caused to be ineffective. Lender will accept, use and retain those payments as a loss reserve in lieu of mortgage insurance.

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 paymen<sup>t</sup>, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand from Lender to Borrower requesting payment.

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 proceedings in bankruptcy, probate, for condominium or title 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 and expenses in doing so shall not have to do so.

by this Security instrument whether or not the due date falls on a Saturday, Sunday or other day. The 30-day period will begin when the notice is given.

may make payment of loss in full made payable by Borrower;

coverage to protect Leader's rights in the Property in accordance with paragraph 7.

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 insured against losses resulting from insurance carrier providing the insurance shall be chosen by Lender's approval which shall not exceed one year. The insurance carrier providing the insurance shall be subject to Lender's approval which shall not exceed one year. The insurance carrier providing the insurance shall be chosen by Lender's approval which shall not exceed one year.

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

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

KAZIMIERZ KALINOWSKI

(Seal)

Borrower

HALINA KALINOWSKI

(Seal)

Borrower

(Seal)  
Borrower(Seal)  
Borrower

STATE OF ILLINOIS,

Cook

County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that  
KAZIMIERZ KALINOWSKI AND HALINA KALINOWSKI, MARRIED TO EACH OTHER

, 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** he signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

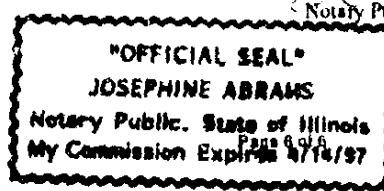
Given under my hand and official seal, this

30th day of August, 1993.

My Commission Expires:

This Instrument was prepared by:

NIP -6R(IL) (8105)



Form 3014 8/90

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23. Waiver of Lienmaster's Right of homestead exemption in the Property.

22. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Acceleration; Remedies. Under shall give notice to Borrower prior to acceleration under paragraph 17 unless any amendment 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, for collection by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding the non-existent 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 Interest in accordance with the procedure set forth in the note.

NON-UNIFORM COVENANTS. BORTOWER AND LEANDER FURTHER COVENANT AND AGREE AS FOLLOWS:

As used in this paragraph 32, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil, 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 32, "environmental law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property or Borrower's interest therein.

20. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or wastes by applicable law.

hyperthyroidism shall remain totally ineffective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

sums which then would be due under this Security Instrument as if no acceleration had occurred; (b) causes any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but

by this Security Instrument without further notice or demand on Borrower.

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

However, this option can not be exercised by tender if exercise is promoted by teacher law as of the date of this instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of this Note and of this Security Instrument.

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B611  
Mail Subj. 2106  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

LOAN # 0000833315  
2048 CENTRAL ST.  
WILMETTE, IL 60091

03041383

## LEGAL DESCRIPTION RIDER

LOT 13 IN BLOCK 3 IN PINE CREST A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93706669

REAL ESTATE TAX I.D. #: 05 300 114 013