

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:  
KENNETH KORANDA  
1823 CENTRE POINT CIRCLE  
P. O. BOX 3142  
NAPERVILLE, IL 60566-7142  
*1KA23033830 OTIC*



0318346341  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 07/02/2003 09:32 AM Pg: 1 of 8

THIS IS A JUNIOR MORTGAGE

## EQUITY CASH LINE MORTGAGE

THIS MORTGAGE is made this 6TH day of MAY 2003  
between the Mortagor, SLAWOMIR SZCZEPANIAK AND ANNA SZCZEPANIAK, HUSBAND AND WIFE , 2003

(herein "Lender"). (herein "Borrower"), and the Mortgagee, Mid America Bank, fsb,

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2013.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance here with to protect the security of this hereby mortgage, grant and convey to Lender the following described property located in the County of COOK ,

UNIT NUMBER 7914, IN THE BURBANK POINT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 IN BLOCK 2 IN GOLFMOR, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00257602, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

P.I.N. #: 19-33-207-023-1007  
which has the address of 7914 S LECLAIRE AVE, BURBANK, IL 60459

(herein "Property Address");

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Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, except for subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title and that Borrower will warrant and defend generally the title to the property against all other claims and demands.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late and other applicable charges as provided in the Note.

2. Application of Payments. The borrower must pay to the Bank at least the minimum payment due in each billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from paying the minimum payment in any other billing cycle.

Payments received will be applied in the following order when posted - (1) accrued interest, if any; (2) late charges, if any; (3) annual service fee and/or other charges, if any; and (4) principal reduction.

The Cashline requires interest, late fees (if any) and annual service fee (if applicable) as monthly payments. Any additional monies sent will immediately reduce the outstanding balance by that amount. Interest only payments cannot be paid in advance. Principal reduction payable is made until all accrued interest, late charges,

3. Charges: Lenses. Borrower shall pay all taxes, assessments and other charges, fines and impositions and annual service fees are satisfied.

4. Hazard Insurance. Borrower shall keep the improvements now existing or thereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

Property insurance chosen by Borrower shall be chosen by Lender. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

Provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender. Lender shall have the right to hold the policies and make proof of loss if not made promptly by Borrower.

Renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of said mortgagor clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may render may

Borrower and Lender, covenant and agree as follows:

Insurance policy insuring Lender's interest in the Property.

That Borrower will warrant and defend generally the title to the property against all other claims and demands, and that Borrower will generally the title to the property is unencumbered, except for fixtures, easements or restrictions listed in a schedule of exceptions to coverage in any title and that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except for subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title and that Borrower will warrant and defend generally the title to the property against all other claims and demands.

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4. Hazard Insurance. Borrower shall keep the improvements now existing or thereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments. If under Paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Borrower shall faithfully and fully comply with and abide by every term, covenant and condition of any superior mortgage or mortgages presently encumbering the Property. A default or delinquency under any superior mortgage or mortgages shall automatically and immediately constitute a default under this Mortgage. Lender is expressly authorized at its option to advance all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 6 of this Mortgage. Borrower agrees not to make any agreement with the holder of any superior mortgage that in any way shall modify, change, alter or extend any of the terms or conditions of that superior mortgage nor shall Borrower request or accept any future advances under that superior mortgage, without the express written consent of Lender.

Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

**7. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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**14. Uniform Mortgage, Governing Laws; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**16. Transfer of the Property: Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and Borrower or such other person pays all expenses incurred by Lender to assume that the lien of this Mortgage and Lender's interest in the Property shall continue unimpaired. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of time within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof.

**17. Obligatory Advances.** This Mortgage secures the repayment of certain sums advanced to the Borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

**18. Acceleration; Remedies.** Except as provided in Paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in Paragraph 13 hereof specifying (1) the Breach; (2) the action required to cure such Breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such Breach must be cured; and (4) that failure to cure such Breach on or before the date specified in the notice may result in acceleration of the sum secured by this Mortgage, 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 Breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, had no acceleration occurred; (b) Borrower cures all Breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees;

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MAPERVILLE, IL 60566-7142  
P. O. BOX 3142  
1823 CENTRE POINT CIRCLE  
MARIJU LA SIECKA  
MID AMERICA BANK, f.s.b.  
WHEN RECORDED RETURN TO:  
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Notary Public  
My Commission Expires 8-13-2005

My commission expires:

Given under my hand and official seal this day of

Instrument as the ix free and voluntary act, for the uses and purposes herein set forth.  
 appeared before me this day in person, and acknowledged that I he signed and delivered the said  
 personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,  
 instrument to the foregoing instrument.

I, the undersigned, a Notary Public in and for said County and State do hereby certify that SLAWOMIR SZCZEPANIAK and ANNA SZCZEPANIAK, HUSBAND AND WIFE

COUNTY OF ( )

( ) ss

STATE OF ILLINOIS ( )

ANNA SZCZEPANIAK  
Borrower

SLAWOMIR SZCZEPANIAK  
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

Mortgage without charge to Borrower, Borrower shall pay all costs of recordation, if any.  
 the written request of Borrower, (if prior to the final due date with all sums having been paid) Lender shall release this  
 21. Release. Upon payment of all sums secured by this Mortgage on the Expiration Date of the Note, or upon

rents actually received  
 and then to the sum secured by this Mortgage. Lender and the receiver shall be liable to account only for those  
 of rents, including, but not limited to receivers fees, premiums on receivers bonds and reasonable attorney's fees  
 the costs of management of the Property and collection of the costs of management of the Property and collection  
 Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of  
 receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the  
 expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed  
 Upon acceleration under Paragraph 18 hereof or abandonment of the Property and at any time prior to the

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security  
 acceleration under Paragraph 18 hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to  
 hereunder, Borrower hereby agrees to Lender the rents of the Property, provided that Borrower shall, prior to

secured hereby shall remain in full force and effect as if no acceleration had occurred.  
 Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations  
 of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this  
 and (b) Borrower takes such action and pays all expenses as Lender may reasonably require to assure that the lien

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **6TH** day of **MAY**, 2003  
 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 **MID AMERICA BANK, FSB**.

the same date and covering the Property described in the Security Instrument and located at:  
**7914 S LECLAIRE AVE, BURBANK, IL 60459**

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium  
 project known as:

**BURBANK POINT CONDO**  
 [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the  
 "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also  
 includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument,  
 Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium  
 Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document  
 which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents.  
 Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance  
 carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which  
 provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire  
 and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of  
 the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property  
 is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the  
 Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and  
 shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to  
 Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the  
 Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage  
 to Lender.

**MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT**

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ANNA SZCZEPANIAK  
 Anna Szczepanik - Borrower  
 (Seal)

SLAWOMIR SZCZEPANIAK  
 Sławomir Szczepanik - Borrower  
 (Seal)

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium

F. Remedies. If Borrower does not pay condominium dues and assessments when due, the Lender may pay interest from the date of disbursement by Lender. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the Note rate and shall be payable, with interest, upon notice from Lender to the Security Instrument. Unless Borrower agrees 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.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

or

(iii) termination of professional management and assumption of self-management of the Owners Association;

(ii) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of Lender;

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether or out of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Condemnation Act.