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

He023019151ctc



Doc#: 0327246032
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 09/29/2003 07:54 AM Pg: 1 of 8

THIS IS A JUNIOR MORTGAGE

EQUITY CASH LINE MORTGAGE

THIS MORTGAGE is made this 13TH day of SEPTEMBER, 2003
between the Mortgagor, OLGA RASHLIVSKA, MARRIED TO JOZEF MOTYKA

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

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY THREE THOUSAND TWO HUNDRED FIFTY 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 SEPTEMBER 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 herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

THE NORTH 1/4 OF LOT 3 IN BLOCK 12 IN W.F. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 13-19-129-016-0000
which has the address of 3632 NORTH NORDICA, CHICAGO, IL 60634

(herein "Property Address");



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All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of said premiums. 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.

The Insurance Carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; 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.

4. **Hazard 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 such other 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.

3. **Charges: Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any such lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or demand enforcement of the lien or forfeiture of the Property or any part thereof.

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 payments cannot be made until all accrued interest, late charges, and annual service fees are satisfied.

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.

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.

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.

Borrower and Lender covenant and agree as follows:

and that Borrower will warrant and defend generally the title to the property against all other claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in 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 FIRST MORTGAGE FIDELITY FED IN THE AMOUNT OF \$169,650.00, RECORDED AS DOCUMENT NO. 0020270339

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 rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereof, 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";

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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 Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle 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.

WHEN RECORDED RETURN TO: CLERK OF COOK COUNTY, 130 SOUTH DEARBORN STREET, CHICAGO, ILLINOIS 60606-2342

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MY COMMISSION EXPIRES ON: 12/31/2008
I, the undersigned, a Notary Public in and for said County and State do hereby certify that OLGA YASBEVSKA, BORN [redacted] is the person who executed the foregoing instrument, and that she is duly qualified to perform said function.

STATE OF ILLINOIS)
COUNTY OF COOK)
IN WITNESS WHEREOF, Borrower has executed this Mortgage.
OLGA YASBEVSKA
Borrower

21. Release. Upon payment of all sums secured by this Mortgage on the Expiration Date of the Note, or upon the written consent of Borrower or prior to the final due date with all costs of redemption, if any, the Borrower shall release the property from all liens and encumbrances created by this Mortgage. Lender and the Receiver shall be liable to account only for those sums actually received.
22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
23. Assignment of Debt. Assignment of Receiver. Lender in possession, as additional security for the Mortgage, shall have the right to appoint a Receiver to collect and retain such sums as they become due and payable.
24. Assumption of Debt. Assumption of Receiver. Lender in possession, as additional security for the Mortgage, shall have the right to appoint a Receiver to collect and retain such sums as they become due and payable.
25. Release. Upon payment of all sums secured by this Mortgage on the Expiration Date of the Note, or upon the written consent of Borrower or prior to the final due date with all costs of redemption, if any, the Borrower shall release the property from all liens and encumbrances created by this Mortgage. Lender and the Receiver shall be liable to account only for those sums actually received.

Property of Cook County Clerk's Office

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WAIVER OF HOMESTEAD AND MARITAL RIGHT


In consideration of Mid America Bank, fsb., granting a mortgage loan to OLGA RASHEVSKA, MARRIED TO JOZEF MOTYKA and for and in consideration of ten dollars paid to the undersigned, and for other good and valuable consideration, the undersigned does hereby waive any and all homestead interest created now or in the future in the favor of the undersigned in the following described real property together with any rights the undersigned may have by reason of the Illinois Marriage and Dissolution Act, Chapter 40, Sec. 101 et. seq. (1977) , now or as amended:

THE NORTH 1/4 OF LOT 3 IN BLOCK 12 IN W. I. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The undersigned further agrees and consents to the mortgage or transfer of title of the above mentioned property, to Mid America Bank, fsb., free and clear of any marital right as defined in Illinois Revised Statutes and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

The undersigned further states that the above described property is not marital property as described and defined in Chapter 40, Sec. 1 01 et. seq., Illinois Revised Statutes, 1977.

This waiver is given and specifically refers to the mortgage in favor of Mid America Bank, fsb. dated the 13TH day of SEPTEMBER, 2003.

 _____ Seal

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Property of Cook County Clerk's Office

Notary Public Seal
LABELLA PRODD
My Commission Expires 06-26-2006

Tabella Prodd

Given under my hand and official seal, this
My commission expires: 06-26-2006

13th day of SEPTEMBER 2003

I, the undersigned, do hereby certify that 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 he signed and delivered the said instrument as for the uses and purpose therein set forth.

STATE OF IL
COUNTY OF COOK

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) SS
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