

UNOFFICIAL COPY



Doc#: 0435149128
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 12/16/2004 11:18 AM Pg: 1 of 5

After recording mail to:

Edward Kowalski
129 W. Rosemont
Roselle, IL 60172

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 30, 2004. The mortgagor is URSZULA DOLYWA, an individual married to Jacek Cholko and residing in Elmwood Park, County of Cook, Illinois ("Borrower"). This Mortgage is given to Edward Kowalski, an individual residing in Roselle, County of Du Page, Illinois ("Lender").

Borrower owes Lender the principal sum of Fifty Thousand and 00/100 United States dollars (U.S. \$50,000.00). This debt is evidenced by Borrowers' note dated the same date as this Security Instrument ("Note"), which provides for full payments, if not paid earlier, due and payable on March 31, 2005. This Security Instrument secures to Lender:

- (a) the payment 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:

THE SOUTH 42 FEET OF THE NORTH 59 FEET OF LOT 3 IN BLOCK 4 IN MILLS AND SONS GREEN FIELDS SUBDIVISION IN THE NORTHEAST QUARTER (¼) OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1915, AS DOCUMENT NO. 5641206.

which has the address of 2028 N. 75th Court, Elmwood Park, Illinois.

PIN: 12-36-224-021-0000

TOGETHER WITH all improvements now and hereinafter erected, and all easements, appurtenances, and fixtures now or hereinafter a part of the property. This Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property."

UNOFFICIAL COPY

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 the record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances stated in the preceding sentence.

1. Payment of Principal and Interest; Prepayment of Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any other charges due under the Note.

2. Application of Payments. Unless applicable provides otherwise, all payments received by Lender under Paragraph 1 shall be applied as follows: first, to interest due; second, to principal due; and last, to any late charges due under the Note.

3. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument. Borrower shall pay these obligations on time directly to the person or entity owed payment.

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 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 that may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien upon which Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the receipt of the notice.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, as may be required. All insurance policies and renewals shall include a standard mortgage clause. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. If Borrower fails to maintain coverage, Lender may at his discretion obtain coverage to protect Lender's rights in the property in accordance with Paragraph 6.

5. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if a legal proceeding is commenced or maintained that may significantly affect Lender's rights in the Property, Lender may at his or her discretion do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Any amounts so disbursed by Lender shall become additional debt of Borrower secured by this Security Instrument, 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.

7. Inspection. Lender or his agent may make reasonable entries upon and inspections of the

UNOFFICIAL COPY

Property. Lender shall give borrower notice at the time of or prior to inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking 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.

9. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender shall not operate to release the liability of the Borrower. Any forbearance by Lender in exercising any right or remedy shall not constitute a waiver of or preclude the exercise of any right or remedy.

10. 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 15. Borrowers' 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 the Borrower's consent.

11. Loan charges. If the loan secured by this Security Instrument is subject to law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be connected with the loan exceed the permitted limits, then:

- (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and
- (b) any sums already collected from the 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.

12. 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. 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.

13. 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 severable.

14. 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 without Lender's prior written consent, Lender may, at his discretion, require immediate payment in full of all sums secured by this Security Instrument.

UNOFFICIAL COPY

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 without further notice or demand on Borrower.

15. Borrower's Right to Reinstate. Upon satisfaction of the following conditions:

- (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, court costs and 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 obligations to pay the sums secured by this Security Instrument shall continue unchanged;

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.

Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

16. Sale of Note. The Note or partial interest in the Note (together with this Security Instrument) may be sold without prior notice to Borrower.

17. 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 materials 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.

For the purposes of this Paragraph, hazardous substances are those substances defined as toxic or hazardous by environmental law, as well as 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. For the purposes of this Paragraph, environmental law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, with the exception of acceleration under Paragraph 14, specifying the following:

- (a) the default;
- (b) the action required to cure the default;

UNOFFICIAL COPY

- (c) a date, not less than 30 days from the date the notice is given to Borrower; and
- (d) that failure to cure the default on or before said date 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 proceedings 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 herein provided, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. 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.

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

21. Riders to this Security Instruments. 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 riders were a part of this Security Instrument.

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

Urszula Doliwa
Urszula Doliwa

Jacek Cholko
Jacek Cholko

State of Illinois)
)
County of Cook)

I, the undersigned, a notary public in and for said county and state aforesaid, do hereby certify that Urszula Doliwa and Jacek Cholko, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 30th day of November 2004.



Seal:

[Signature]
Notary Public