



0911808222

Illinois Anti-Predatory Lending Database Program

Doc#: 0911808222 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/28/2009 11:02 AM Pg: 1 of 12

Certificate of Exemption

*0911808222*

Report Mortgage Fraud 800-532-8785

The property identified as: PIN: 13-17-101-089-0000

Address:

Street: 6224 W. LAWRENCE AVENUE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60630

Lender: Community Savings Bank

Borrower: Jozef Saladyga and Stanislaw Salaadyga

Loan / Mortgage Amount: \$100,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 969C8E45-2436-4A23-9577-01AF214A818C

Execution date: 04/04/2009

*12*



# UNOFFICIAL COPY

REC'D 2014 1/21  
GENERAL  
TO ORDER CALL 1-800-530-9333 - FAX 618-781-1133

[Page 2 of 11 pages]

[Area 000000]

ELLSPTS--BANK TRUST - LAMME ALICE/FREDDIE MAGE UNIFORM INSTRUMENT

[of record]

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.

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."

which currently has the address of  
CHICAGO, Illinois  
60630  
6224 W. LAWRENCE AVENUE,  
[Street]  
[Zip Code]  
[Property Address]

PERMANENT INDEX NUMBER- 13-17-101-089-0000

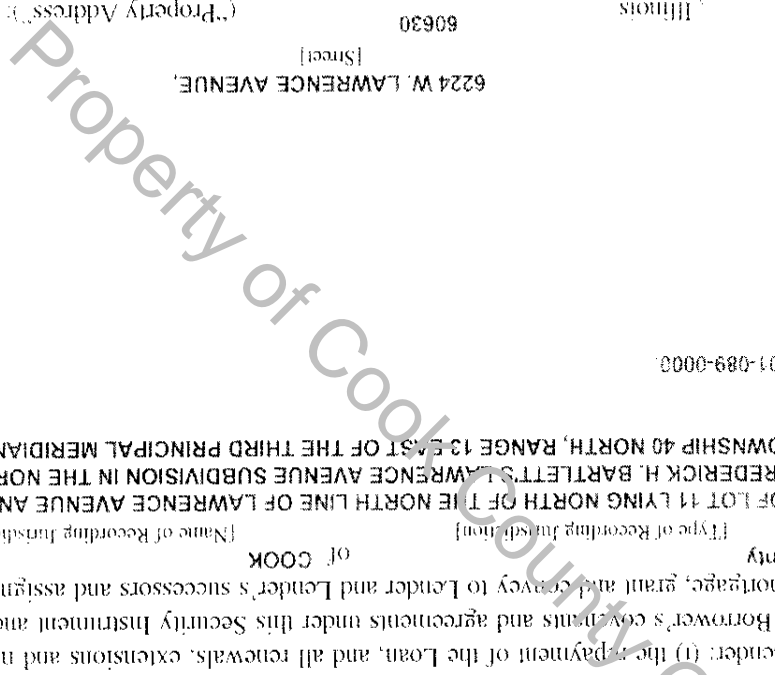
THE WEST 36.0 FEET OF THAT PART OF LOT 11 LYING NORTH OF THE NORTH LINE OF LAWRENCE AVENUE AND THE WEST 36.0 FEET OF LOT 10, IN BLOCK 2 IN FREDERICK H. BARTLETT'S LAWRENCE AVENUE SUBDIVISION IN THE NORTHWEST QUARTER (NW-1/4) OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This Security Instrument secures to Lender (i) the payment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) 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 and Lender's successors and assigns the following described property located in the County of COOK [Type of Recording Jurisdiction] of COOK [Name of Recording Jurisdiction]

### TRANSFER OF RIGHTS IN THE PROPERTY

assumed Borrower's obligations under the Note and/or this Security Instrument.

- (F) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has related mortgage loan" under RESPA.
- (G) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation or Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (H) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (I) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (J) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation or (iv) misrepresentation of, or omissions of, or the value and/or condition of the Property.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-to-point transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (N) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-to-point transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.



# UNOFFICIAL COPY

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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower



# UNOFFICIAL COPY

previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

# UNOFFICIAL COPY

and they will not entitle Borrower to any refund. any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or of the premiums paid to the insurer. The arrangement is often termed "captive reinsurance." Further:

reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, an affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a share of the insurer's risk. As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any

exclude funds obtained from Mortgage Insurance premiums).

Mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums). These agreements may require the mortgage insurer to take payments from the other party (or parties) to these agreements. These agreements may require the mortgage insurer to share or modify their risk, or reduce losses. These agreements are on terms and conditions that are

satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to share or modify their risk, or reduce losses. These agreements are on terms and conditions that are

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are

does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower

provided in the Note. termination is required by applicable law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate

insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until

maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage

separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to

insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make

again becomes available, and Lender requires separately designated payments toward the premiums for Mortgage

Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender

required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if

loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be

effect. Lender will accept, use and retain these payments in lieu of Mortgage Insurance. Such

pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be an

insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to

substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage

premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost

required to make separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the

required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was

pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall

requires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

If this Security Agreement is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower

interest, upon notice from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security

Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such

Lender incurs no liability for not taking any or all actions authorized under this Section 9.

take action under this Section 9. Lender does not have to do so and is not under any duty or obligation to do so. If it is agreed that

eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may

limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes

Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not

(b) appraising in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this

can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument,

including proceeding and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions

whenever it is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument

instrument or to enforce laws or regulations; or (c) Borrower has abandoned the Property, then Lender may do and pay for

bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attach priority over this Security

independently after Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in

leads to perform the covenants and agreements contained in this Security Instrument. (b) there is a legal proceeding that might

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower

# UNOFFICIAL COPY

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



# UNOFFICIAL COPY

ILLINOIS—Sample Form • Fannie Mae/Freddie Mac Uniform Instrument

and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require that all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person, transfer of title by Borrower at a future date to a purchaser).

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the "Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

### 18. Transfer of the Property or a Beneficial Interest in Borrower.

As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

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

any time, may give sole discretion without any obligation to take any action.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include the plural and vice versa; and (c) the words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa; and (c) the

containing provision.

contract shall not affect other provisions of this Security Instrument or the Note which can be given effect without the contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by the subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument

### 16. Governing Law; Severability; Rules of Construction.

This Security Instrument shall be governed by federal law

applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the

Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until

or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to

designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it

address, then Borrower shall only report a change of address through that specified procedure. There may be only one

promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of

be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall

Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall

mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one

Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when

15. Notices. All notices given by Borrower to Lender in connection with this Security Instrument must be in writing.

waiver of any right of action Borrower might have arising out of such overcharge.

provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a

reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is

reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the

from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by

change shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected

other than charges collected to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or

Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee;

to attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this

the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, fee

provided in Section 20) and benefit the successors and assigns of Lender.

unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as

Security Instrument, Borrower shall not be released from Borrower's obligations and liability under this Security Instrument

this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under the

subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under

co-signer's consent.

modify, borrow or make any accommodations with regard to the terms of this Security Instrument or the Note without the

the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend

co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay

but does not execute the Note as "co-signer"; (a) is co-signing this Security Instrument only to mortgage, grant and convey the

Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that

# UNOFFICIAL COPY

immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless, as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

# UNOFFICIAL COPY

Page 11 of 12

Page 11 of 12

Form 8814 (01)  
UNOFFICIAL COPY  
To Order Call 1 800 530 9393 FAX 618 797 1131

ILLINOIS - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Property of

25. **Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

and by virtue of the Illinois Homestead Exemption Law.

24. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recording costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

22. **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 Section 18 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Borrower shall promptly give Lender written notice of (a) 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; (b) any Environmental Condition, including but not limited to, any spillage, leakage, discharge, release or threat of release of any Hazardous Substance which adversely affects the value of the Property; or (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

# UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

JOZEF SALADYGA (Seal)  
-Borrower

STANISLAWA SALADYGA (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witness:

Witness:

State of Illinois  
County of **COOK**

This instrument was acknowledged before me on  
**JOZEF SALADYGA and STANISLAWA SALADYGA**

**APRIL 4 2009**

(date) by

(name[s] of person[s]).

[Signature]  
Notary Public

