

# UNOFFICIAL COPY

85248446

C-3311 10/1

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... SEPTEMBER 14, .....  
1985..... The mortgagor is ...JOHN.J... JANICKI.... AND VALERIE.E... JANICKI... HIS WIFE.....  
..... ("Borrower"). This Security Instrument is given to.....  
CLYDE FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of  
THE UNITED STATES OF AMERICA, and whose address is 7222 WEST CERMAK ROAD, NORTH RIVER-  
SIDE, IL 60546 ("Lender"). \*\*\* FIFTY-FOUR THOUSAND AND NO /100 \*\*\*  
Borrower owes Lender the principal sum of..... \$4000.00.....  
..... Dollars (U.S. S..... \$4000.00.....). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if  
not paid earlier, due and payable on.. OCTOBER.01..... 2015..... This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and  
modifications; (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:

LOT 48 IN BROOKS IDE UNIT NO. 2, BEING A SUBDIVISION OF PART OF  
THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP  
41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1978 AS  
DOCUMENT 24582559, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 06-14-409-007 K

13.00

DEPT-91 RECORDING \$13.00  
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which has the address of ..... 320 SARASOTA DRIVE ..... STREAMWOOD.....  
60103 ..... [Street] ..... (City)  
Illinois ..... ("Property Address");  
[Zip Code]

TOGETHER WITH all the 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 stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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BOX 274

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DP 6-44334-55

BOX 274

Given under my hand and official seal, this 23 day of August 1988  
I hereby certify that JOHN J. JANICKI AND VALEERIE E. JANICKI HIS WIFE  
are personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein  
described to the foregoing instrument, prepared before me this day in person, and acknowledged that they  
This instrument was prepared by VINCENT F. GILLENANO  
RESELLER CONSULTANT

North Ryverville, IL 60546  
(Address)  
7222 West Germant Road  
(Name)

This instrument was prepared by VINCENT F. GILLENANO

RESELLER CONSULTANT

NON-UNIFORM COVENANTS, Borrower will Lender further covenant and agree as follows:

STATE OF ILLINOIS. JOHN J. JANICKI AND VALEERIE E. JANICKI HIS WIFE  
do hereby certify that JOHN J. JANICKI AND VALEERIE E. JANICKI HIS WIFE  
a Notary Public in and for said county and state,  
do hereby certify that JOHN J. JANICKI AND VALEERIE E. JANICKI HIS WIFE  
are personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein  
described to the said instrument, prepared before me this day in person, and acknowledged that they  
This instrument was prepared by VINCENT F. GILLENANO  
RESELLER CONSULTANT

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument. If one or more riders are executed by Borrower and recorded together with

23. Rider to this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants, the covenants and agreements of each such rider of this Security Instrument.

22. Waiver of Foreclosure, Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument of the collection of rents, including, but not limited to, payment of receiver's fees, premiums on  
receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security  
Instrument, the collection of rents, including, but not limited to, payment of receiver's fees, premiums on  
receivers of money including those past due. Any rents collected by the receiver shall be applied to the  
appointed receiver, prior to the collection of the property and may result in the receiver losing the rights  
prior to the expiration of any period of redemption following judicial sale. Lender or by judgment  
prior to the possession of the property and in any time

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and in any time  
but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including  
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.  
before the date specified in the notice, Lender at its option may immediate payment in full of all sums secured by  
existance of a default or any other defauilt or notice, Lender after notice to accelerate payment in full of all sums secured by  
indefinite Borrower of the right to reinstate after by judicial proceeding and the right to assert in the notice procedure proceeding the non-  
secured by this Security Instrument, foreclosure by judicial proceeding and date of the Property. The notice shall further  
and (d) that failure to cure the defauilt on or before the date specified in the notice may result in acceleration of the sums  
and default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defauilt must be cured;  
unless applies otherwise law provides otherwise). The notice shall specify: (a) the defauilt; (b) the action required to cure the  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17  
unless applicable law provides otherwise). The notice shall specify: (a) the defauilt; (b) the action required to cure the  
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
failure to perform any provision of this Security Instrument (but not prior to acceleration under paragraphs 13 and 17  
unless applicable law provides otherwise).

NON-UNIFORM COVENANTS, Borrower will Lender further covenant and agree as follows:

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3 5 2 4 3 4 4 6

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

**17. 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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. 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, 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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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; 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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraphs 13 or 17.

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the date of disbursement at the Note rate and Lender under this Paragraph 7 shall be payable, with interest, upon notice from Lender to Borrower Security Instruments shall be secured by this Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instruments. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest to Lender may take action under this Paragraph 7, Lender does not have to do so.

Lender may pay in court, paying reasonable attorney fees and costs of defending in the property, Lender's actions may include any sums secured by a lien which has priority over his security interest in the property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the property such as a proceeding in bankruptcy, probably, for condemnation or to enforce laws or regulations, rights in the property contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property contained in this Security instrument or to perform the covemants and agreements contained in this Security instrument, Lender may merge Lender's rights in the property with the property, Lender's rights in the property shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, he leasedhold and change the property, all or part of the property or committ waste, if this Security instrument is on a leasedhold, change the property prior to the acquisition of property; Lenders, Borrower shall not destroy, damage or subdivide instruments shall implement prior to the acquisition.

6. Preservation and Maintenance of Property; Covenants. Borrower shall not destroy, damage or subdivide instruments, if postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of a payment, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not exceed or when less than one year of service prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall begin from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under Paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and if exceeded, ceasing from the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of a payment, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not exceed or when less than one year of service prior to the acquisition.

7. Protection of Lender's Rights in the Property; Mortgagel. If Borrower fails to perform the covemants and agreements contained in this Security instrument, Lender may make reasonable efforts to collect the sums secured by this Security instrument, whether or not then due. The day period will begin

the property or to pay sums secured by this Security instrument, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the property, or does not answer within 30 days a notice from Lender to the insurance carrier has applied to the sums secured by this Security instrument, whether or not then due, with the excess paid to Borrower. If Borrower abandons the property, or leases it to another within 30 days a notice from Lender to the insurance carrier has restored or repaired is not economical feasible or Lender's security would be lessened, use Lender's security is not lessened, if the property damaged, if the restoration or repair is reasonable or feasible and Lender's security is not lessened, if the

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property or to hold the insurance premiums and monthly payments to the insurance company give to Lender all receipts of paid premiums and renewals shall be acceptable to Lender in the event of loss, Borrower shall promptly give to Lender all insurance premiums and renewals notices, if Lender and Borrower otherwise agree in writing, Borrower shall provide clause, unless Lender shall have the right to hold the premiums and renewals, if Lender and Borrower otherwise agree in writing, Borrower shall include a standard moritgage clause.

All insurance policies and renewals shall be acceptable to Lender for the periods that Lender requires. The all renewals shall carry over the term "extended coverage", and any other hazards for which Lender unreasonably withheld.

Insurance carriers shall keep the insurance subject to Lender's approval which shall not be uninsured properties providing the insurance shall be maintained in the amounts and renewals, if Lender and Borrower otherwise agree in writing, Borrower shall provide notice to Lender of the insurance coverage of the property for the periods that Lender requires. The all renewals shall have the right to hold the premiums and renewals, if Lender and Borrower otherwise agree in writing, Borrower shall provide clause, unless Lender shall have the right to hold the premiums and renewals notices, if Lender and Borrower otherwise agree in writing, Borrower shall include a standard moritgage clause.

5. Hazard Insurance. Borrower shall keep the insurance subject to Lender's approval which shall not be uninsured properties including the fire, hazards included within the term "extended coverage", and any other hazards for which Lender of the insurance coverage of the property for the periods that Lender requires. The all renewals shall carry over the term "extended coverage", and any part of the insurance coverage of the property for the periods that Lender requires. The all renewals shall have the right to hold the premiums and renewals notices, if Lender and Borrower otherwise agree in writing, Borrower shall include a standard moritgage clause.

6. Payment of Premiums. Unless applicable under Paragraph 2, Lender, to late charges due under the Note, to prepare small promptly discharging all amounts held by Lender, to the extent of the amounts held by Lender

Note: third, to amounts payable under Paragraph 2, Lender, to late charges due under the Note, to prepare small promptly discharging all amounts held by Lender, to the extent of the amounts held by Lender

Paragraphs 1 and 2 shall be applied: first, to late charges due under the Note, to prepare small promptly discharging all amounts held by Lender, to the extent of the amounts held by Lender

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