MORTGAGE

19...86. The moren or is ... Joseph... Janosz., and ... Nancy... R.... Janosz., ... husband ... and ... wife.... 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 SOUTH HALF OF LOT 19 IN FRACK DELUGACH'S HILLTOP WOODS BEING A SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent tax number:

23-11-306-024-000

DEPT-019RECORDING # \$13.. T+2222 TRAN 0108 09/10/86 10:07:00 +1871 色 ※一名6一404202 COUNTY RECORDER

86404202

-86-4042**0**0

Court which has the address of ("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. Horrower 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.

MAIL

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fault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;		ขอบเมตะ imus ออเวดนอน + สมอัติดน์ - อเม เด อเพรายน	nciena broceeding a	f ka ameniaamin hi	Stimuseur Laciona	ioworroß mrolni	
MON-UNIFORM COVENANTS. Borrower and Lender further covenant and aggree as follows: 19. Acceleration; Remedies: Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 each of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 less applicable, law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the		emus odi, to notingoloone al tlusor yam ootton od rottud llade ootton off E. Vinoqov H. odi to otas ba	is ni baftioogs osab br	ault on or before th It, foreclosure by J	ire to cure the def	secured by this 2	

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds, If the amount of the Find, held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Linder. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again. The sums secured by this Security Instrument.

3. Application of Fayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to'amounts payable or der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ower payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any ima which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation scove a by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the nen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 which may attain priority of a this Security Instrument, Lender may give Borrower a, notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. 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 "extender coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. They insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, P n rower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower same 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the assurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed no repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-dry period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal she is not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower; this Security Instrument and the obligations secured hereby shall remainfully effective as it no acceleration had obligation, to pay, the sums secured by this Security Instrument shall continue unchanged Upon reinstaicment by ikegouapja itednite to gezate (hat the jieu oll this Zecatity Instrument. Fender sulbhis in the Property and Borrower's Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Mote had no acceleration security Instrument, or (b) entry of a Judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuantito any power of sale contained in this eniorithe artiful lastrument discontinued at any time prior to the earlier of this Security Instrument of the perior as S. Borrower's Right to Reinstate 11 Borrower meets certain conditions, Borrower shalf have the right to shake

remedies permitted by this Security Instrument without further notice of demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any 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

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

Transfer of the Property or a Beneficial Interest in Borrower. Mall or any partiol the Property or any 16 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this S cer. (1) Instrument.

Note are declared to be severable. ant to institute the Property is located. In the event that any provision to clause of this 'es' transfer provision to the provision of the pr 15. Governing Law; Severability. This Security Instrument shall be governed by led ral law and the law of the

dqaragaraq sidi ni provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designate: Ay notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender, Any holice to Lender shall be given by

milling it by first class and it miles applicable law requires of another mat be office had be directed to the 14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by

Paragraph 17.

may require immedinte payment in full of all sums secured by this S. cu ity instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take ti e steps specified in the second paragraph of

permitted limits will be refunded to Borrower. Lender may change to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. If r refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote necessary to reduce the charge to the permitted limit, an ! (!) any sums siready collected from Borrower which exceeded connection with the loan exceed the permitted limits, out (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that it interest or other loan charges collected or to be collected in

If the loan secured by the Security Instrument is subject to a law which sets maximum loan 12, Loan Charges.

that Borrower's conscitt,

the sums scoured by this Scourity Instrume it; 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 of the Note without i parigomer's interest in the Property and the terms of this Security Instrument, (b. 16 not personally abligated to pay rustrument pur does not execute the 'MC o. (a) is co-signing this Secutify Instrument only to morthage, grant and convey of paragraph 17. Borrower's covenan 5.9 id agreements shall be joint and several. Any Borrower who co-signs this Security snoisivored for and benefit the successors and assigns of Lender and Borrower, subject to the provisions

II. Successors and Action Bound; Joint and Several Liability; Co-signers. The covenants and agreements of shall not be a waiver of or preduct the exercise of any right or remedy by the original Borrower or Bor ower's successors in interest. Any forbearance by Lender in exercising any right or remedy spayment or otherwise, nor if amortization of the sums secured by this Security Instrument by reason of any demand made Tol der shall not be it qui ed to commence proceedings against any successor in interest or refuse to extend time for interest of Borrow. s'all not operate to release the liability of the original Borrower of Borrower's successors in interest.

postpone the or value of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments [10]. Bot to ver Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in Unless, ender and Borrower otherwise agree in writing, any application of proceeds to principal shalfnot extend or

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

paid to Borrower.

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

assigned and shall be paid to Lender

any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with şhall giye Borrower, notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Lender of its agent may make reasonable entries upon and inspections of the Property. Lender 8. Inspection. insuringe, terminates in accordance with Borrower's and Lender's written agreement or applicable law; Borrower, shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the In Lender, required mortgage invariance as a condition of making the loan secured by this Security Instrument