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COOK COUNTY, ILLINOIS
FEDERAL LAND TITLE

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Box 333 - 7-68

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INSTRUMENT PREPARED BY
PRUDENTIAL HOME MORTGAGE COMPANY100 SOUTH 5TH STREET
MINNEAPOLIS, MN 55402THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 10, 1986**. The mortgagor is **MICHAEL A. KARPINSKI AND MARY ELLEN KARPINSKI, HUSBAND AND WIFE.**

(“Borrower”). This Security Instrument is given to **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, which is organized and existing under the laws of **THE STATE OF NEW JERSEY**, and whose address is **745 BROAD ST., NEWARK, NEW JERSEY 07101** (“Lender”). Borrower owes Lender the principal sum of **THIRTY THOUSAND SEVEN HUNDRED AND NO/100.**

Dollars (U.S. \$ **30,700.00**). 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, 2016**. 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 36 IN BLOCK 5 IN HAMBURG BEING A SUBDIVISION OF BLOCKS 23 AND 24 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*PTN # 17 33 307 041 0000**J.L.A.*

THIS IS A REFINANCE

THE MORTGAGOR(S) AGREE TO PAY A LATE PAYMENT SERVICE CHARGE NOT TO EXCEED FOUR (4) CENTS FOR EACH DOLLAR (\$1.00) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

which has the address of **3642 SOUTH EMERALD AVENUE** **CHICAGO**
[Street] [City]

Illinois **60609** (“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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Clara Miller

(Seal)

City Commission expires: 10/8/89

(person(s) acknowledging)

by MICHAEL A. KARPINSKI AND MARY ELLEN KARPINSKI, (date)
HUSBAND AND WIFE
The foregoing instrument was acknowledged before me this 10th Day of September 1986

STATE OF ILLINOIS
COUNTY OF COOK
{ SS:

[Space Below This Line For Acknowledgment]

--Borrower
(Seal) _____
MARY ELLEN KARPINSKI
Mary Ellen Karpinski
--Borrower
(Seal) _____
MICHAEL A. KARPINSKI
Michael Karpinski
--Borrower
(Seal) _____
MICHAEL A. KARPINSKI
Michael Karpinski
--Borrower
(Seal) _____
MARY ELLEN KARPINSKI
Mary Ellen Karpinski
--Borrower
(Seal) _____
MICHAEL A. KARPINSKI
Michael Karpinski

Instrument and in any rider(s) executed by Borrower and recorded with it, the terms and covenants contained in this Security
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Adjustable Rate Rider Gradual Payment Rider Planned Unit Development Rider
 2-4 Family Rider Other(s) [Specify] _____

[Check applicable box(es)]
Instrument without charge to Borrower. Formholder shall pay any recodation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each security instrument as if the rider(s) were a part of this Security Instrument.
Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
and reasonable attorney fees, and to the sums secured by this Security Instrument.
management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds
including those past due, make possession of and manage the Property and to collect the rents of the Property
receiving) shall be entitled to upon, Lender or his receiver shall be entitled to receive the rents of the Property
prior to the expiration of any period of acceleration following judicial sale, Lender (in person, by agent or by judicially appointed
inclosing, but not limited to, reasonable attorney fees and costs of title evidence.
20. Lender in possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
prior to the expiration of any period of acceleration following judicial sale, Lender (in person, by agent or by judicially appointed
before the date of default or any other demand by Lender to accelerate, Lender at its option may foreclose this Security Instrument in full of all sums secured
by this Security Instrument without notice, Lender at its option may require immediate payment in full of all sums secured
or before the date of default or any other demand by Lender to accelerate, Lender to the right to assess in the foreclosure proceeding the
inform Borrower of the right to remit, foreclose after acceleration and sale of the Property. The notice shall further
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property, 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 cancellation of the sum
unless acceleration 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 default; (b) the action required to cure the
breach of any covenant or agreement prior to acceleration following Borrower's

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

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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 Funds 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 Lender. 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 against the sums secured by this Security Instrument.

3. **Application of Payments.** 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 under 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 owed 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien 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 over 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 "extended 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. The 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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, 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 insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 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; Leasholds.** 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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If Lender exercises this option, Lender shall give Borrower notice of acceleration. If 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 to the 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 within this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Retainable. If Borrower meets certain conditions, Borrower shall have the right to have carriage of this instrument disconnected at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) after sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enforecing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument; (b) cures any defect in any other covenant of any other instrument of agreement; (c) pays all expenses incurred in enforcing this security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the intent of this instrument is not violated.

Borrower, however, has the right to retainable if his/her notice of acceleration under paragraph 17.

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 for a beneficial interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Lender, or if a beneficial interest in Borrower is sold or transferred to Lender, 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 general law as of the date of this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by deliverying it at the address applicable law requires use of another method. The notice shall be delivered by Borrower or any other address specified herein or at any other address designated by Lender to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if received by Borrower or any notice provided for in this Security Instrument shall be deemed to have been given to Borrower if received by Lender.

13. **Legislative Action**. If enactment of an "expatriation of applicable laws" has the effect of rendering any provision of the Note or this Security Instrument ineffective 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 shall take the steps specified in the second paragraph of paragraph 17.

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 it's 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 to the permitted limit; and (b) any sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and (c) any sums already collected from Borrower which exceeded permitted limits will be refunded by reducing the principal owed under the Note or by making a direct payment 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. The Note will be treated as

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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
10. Borrower, forbearance by Lender Note a Waiver. Extension of the time for payment of
postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
11. Borrower, Note Released; Forbearance by Lender Note a Waiver. Extension of the time for payment of
postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
12. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument and such sum or part as necessary.

Horroower shall pay the premiums required to maintain the insurance in effect until such time as this requirement for the insurance terminates in accordance with Borrower's and Lender's agreement to terminate the loan secured by this security instrument.