

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **December 11th, 1986**. The mortgagor is **James J. Kocinski and Susan M. Kocinski, his wife** ("Borrower"). This Security Instrument is given to **HOMewood FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing under the laws of **The United States of America**, and whose address is **1400 Torrance Avenue, Calumet City, Illinois 60409** ("Lender"). Borrower owes Lender the principal sum of **Thirty-Three Thousand and no/100-- Dollars (U.S. \$33,000.00)**. 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 **January 1st, 2017**. 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 16 in Willowbrook Estates, Being a Subdivision of Part of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

PTN#29-22-107-016-0000 Vol.214

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which has the address of **233 E. 165th Street** **South Holland** **(City)**  
**60473** **(Street)**  
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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This instrument was prepared by Notary Public, State of Illinois, on December 16, 1990.

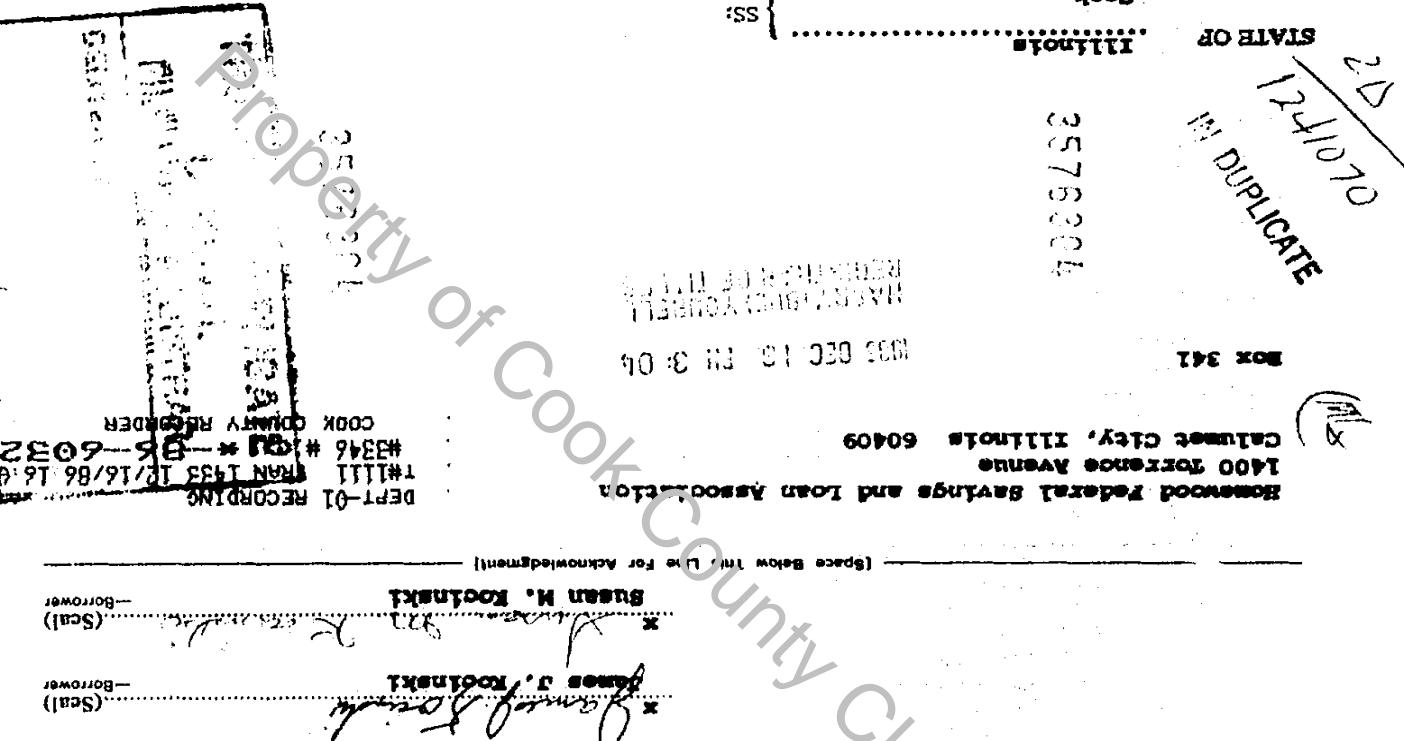
My Commission Expires: **12/22/90**  
 Notary Public, State of Illinois  
 My Commission Expires: 9/16/90  
 (Seal)

Witness my hand and official seal this day of **December 19, 1990**.

..... execute said instrument for the purposes and uses herein set forth.  
 (This, her, their)  
 James J. Rodriguez, and Susan A. Rodriguez, persons personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
 have executed same, and acknowledged said instrument to be free and voluntary act and deed and that  
 I,..... James J. Rodriguez, Notary Public in and for said county and state, do hereby certify that  
 a Notary Public in and for said county and state, do hereby certify that  
 James J. Rodriguez, and Susan A. Rodriguez, persons personally appeared before me and acknowledged said instrument to be free and voluntary act and deed and that  
 (This, her, their)

COUNTY OF **Cook** STATE OF **Illinois** SS:

12/10/10  
DUPLICATE



(Space below this line for Acknowledgment)

**James J. Rodriguez**  
 Borrower  
 (Seal)

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.

- Adjustable Rate Rider
  - Condominium Rider
  - 2-4 Family Rider
  - Graduate Program Rider
  - Planned Unit Development Rider
  - Other(s) [Specify] \_\_\_\_\_
- Instrument - This instrument, the covenants and agreements of each such instrument as if the rider(s) were a part of this Security Agreement. If one or more riders are executed by Borrower and recorded together with this Security Agreement, the covenants and agreements of each such instrument as if the rider(s) were a part of this Security Agreement.
22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without further demand and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

The Property including those parts collected by the receiver shall be applied first to payment of the rents of the property received (or the receiver's fees, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument).

20. Tender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, 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, but not limited to, reasonable attorney's fees and costs of title evidence.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument and the notice shall specify: (a) the acceleration under 17 unless applicable law provides otherwise. The notice shall specify: (a) the date the notice may result in acceleration; (b) the action required to cure the deficiency; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the deficiency must be cured; and (d) that failure to cure the deficiency on or before the date specified in the notice may result in the notice being accelerated.

NON-LIENFORM 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; 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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**18. Borrower's Right to Remonstrate.** 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 remonstrance) before exercise of the Property Pursuit to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforecning this Security Instrument. Those conditions are that Borrower has paid all sums which then would be due after this Security Instrument and the Note had no acceleration accrued; (a) pays Lender all sums which then would be due after this Security Instrument to the earliest date that Borrower's security interest in the instrument terminates; or (b) enters into a written agreement with Lender to pay all sums which then would be due after this Security Instrument to the earliest date that Borrower's security interest in the instrument terminates; and the instrument is not otherwise subject to any power of sale contained in this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide less than 30 days from the date notice is delivered or mailed prior to the sale or transfer of the collateral to Borrower. 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 notice is delivered or mailed prior to the sale or transfer of the collateral to Borrower. This security instrument shall remain in full force and effect until paid in full by the debtor and until all sums secured by this security instrument have been paid in full.

Interest will be sold or transferred (or to a beneficiary). 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 accrued 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.

16. **Rotowear's Copy.** Rotowear shall be given one common media copy of the note and of this document.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

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

Property Address or Any other address Borrowser designates by notice to Lender, Any notice given by Lender to Borrower shall be deemed to have been given to Borrower or Lender whichever given as provided in this paragraph.

24. Notices. Any notice to Barracuda shall unless otherwise specified, be given by deliverying it or by mailing it by first class mail unless Barracuda law requires use of another method. The notice shall be directed to the address set forth in this Security Agreement.

13. **Legislation Lender's Rights.** If enactment or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective or unenforceable under any law, such provision shall nevertheless remain in full force and effect as to all other persons and properties covered by this Note or this Security Instrument.

**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 sums already collected from the borrower under the Note or by making a direct payment to Borrower, or to make this reduction by reducing the principal owed under the Note will be refunded to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower.

the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, or renew any accommodations which regard to the terms of this Security Instrument or the Note without the prior written consent of the holder.

By the original Bottower or Botticelli's successors in Interests: Any tortfeasor by Lender in exercising any right at remedy

Landlord shall not be liable for any damage to or loss of personal property of Tenant or Tenant's guests or employees resulting from acts of God, war, riot, civil commotion, strike, lockout, or other cause beyond Landlord's control.

10. Borrower's Note & Waiver. Each of the members, partners and officers of the partnership or corporation shall personally execute and deliver to the Lender a Note in the amount of \$                 and a Waiver, in the form attached hereto as Exhibit A, in favor of the Lender.

to the sums received by this Security Trustee, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days of receipt of the notice, Lender is unable to collect and make an award for settle a claim for damages, Borrower shall be liable to Lender for restoration of the property.

the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by the fair market value of the property immediately before the taking. Any balance shall be paid to the trustee.

In the event of a taking of the Property, the proceeds shall be applied to the sums secured by this Security assignee and shall be paid to Lender.

shall give Borrower notice at the time of or prior to an inspection specifically cause in lieu of condemnation, or otherwise taking of any part of the property, or for damages, direct or consequential, in connection with

Boatowner shall pay the premiums demanded by the insurance company to whom the insurance is issued in accordance with the terms of the policy.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.