

# UNOFFICIAL COPY

MAIL TO: This instrument prepared by:

BOX 15

Carl Serrino  
Plaza Bank Norridge Illinois  
7460 W. Irving Park Road  
Norridge, IL 60634

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 DEC 19 PM 12:06

86609090

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(Space Above This Line For Recording Data)

## MORTGAGE

D.L.

THIS MORTGAGE ("Security Instrument") is given on December 16, 1986. The mortgagor is Mariusz Lesko and Ewa Lesko, his wife, .....  
.....xxxxxxxxxxxxxxxxxxxxx ("Borrower"). This Security Instrument is given to xxxxxxxxxxxxx, Plaza Bank, Norridge, Illinois, which is organized and existing under the laws of Illinois, ..... and whose address is xxxxxxxxxxxxxxxx. 7460 W. Irving Park Road, Norridge, Illinois, 60634 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand and no/100 dollars.....  
.....xxxxxxxxxxxxxxxxxxxxx. Dollars (U.S. \$100,000.00.....). 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 December 16, 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 17 in Block 1 in Britton Land Company's subdivision of Lot 2 in the subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-21-101-022

CFO



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which has the address of 5448 W. Dakin, Chicago, Illinois 60641. (Street) (City)  
("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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*Stimulus of. Urethral*

Given under my hand and official seal, this 16th day of December 1986.

the last, free and voluntary act, so that the uses and processes thereon

the foregoing instrument, appreared before me this day in person, and acknowledged that he is

*personal knowledge to me to be the same person(s) whose name(s) are*

do hereby certify that **Dobroslav Lesecký**, **Jiří Štěpánek**, **Ema Lesecká**, **Jiří Štěpánek**

*The Underprivileged* *Non-Public in and for rural and country and state.*

STATE OF ILLINOIS,  
Cook County, ss:

*EME lessons, this will be*

*...and the last time I saw him, he was wearing a tattered shirt and a pair of torn jeans.*

(100) *My son has been ill*

Instrument and its my ride(s) excels in a power and recorded with

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4530 or via email at [mhwang@uiowa.edu](mailto:mhwang@uiowa.edu).

**Chromatocercus rufipes**  **Rhamphosaurus lesuerrei**  **Rhamphosaurus lesuerrei**

Admireable Rider     Comdominium Rider     24 Family Rider

The CAA, which had previously accepted the GAO's findings and recommendations of this security instrument as of the date it issued, made a part of this Security Instrument.

23. If you have Security Questions, if one or more of those questions are answered correctly by someone other than you, we will consider that person to be a trespasser.

**DISTRIBUTION** without charge to Borrower. Borrower shall pay any reasonable costs.

COURSES OF MANAGEMENT AND PERSONNEL DEVELOPMENT OFFERED BY THE INSTITUTE INCLUDES, BUT NOT LIMITED TO: RECEIVERSHIP, INCIDENCE, COLLECTOR'S FEES, PREMIUMS ON

Appointed Receiver shall be entitled to collect the rents or  
any other property and manage the possession of and  
upon, take possession of and manage the property and  
the rents or profits thereof.

20. I understand I'm responsible upon acceleration of the property and at any time

Leaders should be allowed to collect all expenses incurred in their preparation for security interviews.

successor to the Secretary Interim, Curriculum, Instructional Proceedings and use of the Properties, The Notice shall further

deadlock (C). In effect, note that when  $30 \text{ days}$  from the date the notice is given to the debtor, by which the debtor must be credited.

presence of any evidence of negligence in this Section (but not prior to December 31, 1977).

NON-LINERFORM 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 Security Instrument is terminated without notice or demand of payment, or if the right to have the right to have certain conditions met before sale of the property pursuant to any power of sale contained in this application instrument, or (b) entry of a judgment concerning this Security Instrument. Those conditions are that Borrower: (a) pays Lentee; all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) pays Lentee all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (c) pays all sums which other coverments or payments; (d) takes such action as Lender deems necessary to assure that the intent of this Security Instrument shall continue unchanged. Upon receipt of payment by Borrower, this Security shall not apply in the case of acceleration effective as of the date of acceleration had occurred. However, this Security Instrument and the obligations accrued hereby shall remain fully effective as of the date of acceleration.

receded law as of the date of this Security Instrument.

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

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument 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.

mailling 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 as provided in this paragraph.

any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by paragrapgh 17.

under the Note or by making a direct payment to Borrower; (c) a refund reduces principal; the reduction will be treated as a partial prepayment without any prepayment charge under the Note; (d) partial prepayment of principal reduces the principal outstanding to Borrower; (e) a refund reduces principal.

**12. Loan Charges.** If the loan secured by a security instrument is subject to a law which sets maximum rates charges, and that law is mainly 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from borrower which exceeded the permitted limits will be refunded to borrower. Lender may collect to make this refund by reducing the principal owed

11. Successors and Assignees. The conventions and agreements of any party to this Agreement shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or its successors in interest. Any holder in due course by transfer or assignment may exercise any right or remedy by the original Borrower's successors in interest. Any holder in due course by transfer or assignment may exercise any right or remedy by the original Borrower's successors in interest.

model which can be used to predict the success rate of different instruments based on their characteristics.

Given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of the property, or to the sums secured by this Security Instrument, whichever or not then due.

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

**8. Impediment.** Lender or its successors in title shall have no right to require payment of any sum due under this Note or the other documents referred to in Section 1 above if such sum is not paid when due by reason of any cause which is beyond the control of Lender and which is not reasonably within Lender's power to prevent or remove, provided that Lender has used reasonable efforts to prevent or remove such cause.