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MORTGAGE

210787-2

THIS MORTGAGE ("Security Instrument") is given on MAY 22
19 86 The mortgagor is STEPHEN DUBICKI AND DEBRA L. DUBICKI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is
4242 NORTH HARLEM
NORRIDGE, ILLINOIS 60634
Borrower owes Lender the principal sum of
FIFTY NINE THOUSAND NINE HUNDRED AND NO/100---

Dollars (U.S. \$ 59,900.00). 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 JUNE 1, 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:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

13-16-117-032-0000

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which has the address of 4558 N. MILWAUKEE AVENUE-UNIT G CHICAGO (City)
[Street]

Illinois 60630 ("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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4901 WEST IRVING PARK RD
CHICAGO, ILLINOIS 60631
ATTENTION: SHIRLEY GUY

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION
4901 WEST IRVING PARK ROAD

RECORDED AND INDEXED

SHIRLEY SHUM
CHICAGO, IL 60641

My Commission expires **July 20, 1989**

Day of

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367 1000

signed and delivered the said instruments as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instruments, appeared before me this day in person, and acknowledged that

ARE personally known to me to be the same person(s) whose name(s)

I, Stephan Dubicki, do hereby certify that STEPHEN DUBICKI AND DEBRA L. DUBICKI, HUSBAND AND WIFE, a Notary Public in and for said county and state,

STATE OF ILLINOIS,

DEH-1-01 RECLAMATION 144499 TRAN 0058 06/04/86 10:18:00
#227 # D * -86-222875

-Boatman
-Seal

• BORROWED
(1825) —

STEPHEN DUBICKI (SCEAI) — Borrower
DEBRA L. DUBICKI/HIS WIFE (SCEAI) — Borrower

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

Instrumental (Catch and applicable box(es))
Supplements the conventions and agreements of this Security Instrument as if the rider(s) were a part of this Security
 Adjusatable Rate Rider **Conditional Rider** **2-4 Family Rider**
 Graduated Payment Rider **Planned Unit Development Rider**
 Other(s) [Specify]

20. Lender in Possession. Upon acceleration of the Property and at any time prior to the appointment of a receiver, shall be entitled to control all possession following judicial sale, unless or if otherwise provided in the original instrument.

21. Property in Management. Any rents collected by Lender or the receiver shall be applied first to collect the costs of management of the Property and then to the rents, including fees, received by the receiver's assignee, less the amounts secured by this Security Instrument.

22. Waiver of Charge to Borrower. Borrower waives all right of action against this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents of each such rider shall be incorporated into and shall amend and alter this Security Instrument.

19. Acceleration; Remedies. Lender shall have the right to accelerate payment of all obligations under this Security Instrument prior to acceleration of any other debt held by Borrower if:

- (a) notices applicable to Borrower are given to Borrower specifying the date the notice shall become effective;
- (b) the condition required to cure the default has not been cured within 30 days from the date the notice is given to Borrower;
- (c) a date, not less than 30 days from the date the notice shall become effective, the date specified in the notice to cure the default has not been cured; or
- (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the Property.

Secured by this Security Interest, Borrower by judicial proceeding and sale of the sums received by the notice to cure the default on or before the date specified in the notice may result in acceleration of the Property. The notice shall further inform Borrower of the right to repossess after acceleration by judicial proceeding and sale of the Property. 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.

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UNIFORM COVENANTS, FORGIVENESS AND RELEASE AGREEMENT

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 improvement, 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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Borrower, this Security Instrument shall continue unchallenged. Upon remittance by obligor to pay the sums secured by this Security Instrument 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.

Security Instruments, including, but not limited to, reasonable attorney fees; (c) pays all expenses incurred in defending any action or proceeding to determine the validity or enforceability of any provision of this Security Instrument.

Security instruments or (b) entry of a judgment enforcing this Security instrument. Those conditions are for the benefit of the Note holder and no acceleration of this instrument.

18. Both parties agree that upon the termination of this Agreement, the Security Interest will be terminated and the Collateral will be released to the Seller.

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 preparation on Borrower's part.

If Lender exercises this option, Lender shall give Borrower notice of acceleration, which notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the mortgage, or, if no such date is specified in this option, such notice may be given at any time.

person who signs this Security Instrument. However, at its option, require immediate payment in full of all sums personed by this Security Instrument. Lenders may, at its option, require immediate payment in full of all sums personed by this Security Instrument. Lenders or their successors or assigns may exercise any right or power provided by law as of the date of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

which shall be given effect without the commercializing provisions. 10) This Note and the provisions of this security instrument and the Note shall be severable.

16. Borrower shall be given one copy of the Note and of this Security Instrument.

jurisdiction in which the Property is located. In the event that any provision of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the property is located, without regard to conflicts of law principles. Any provision of this instrument that is held invalid or unenforceable by a court of competent jurisdiction will not affect the validity or enforceability of the remaining provisions.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered to or by

may require immediate payment in full or at sums secured by this Security instrument and may invoke any remedies may render exercises of this option. Lender shall take the steps specified in the second paragraph of paragraph 17.

13. **Legislation Affecting Lenders' Rights.** If enactment of legislation or preparation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective to its terms, Lender is entitled to invoke any remedies available to it in its option.

underlie the Note or by making a direct payment to Borrower. If a related reduction reduces Principal, the reduction will be treated as a partial prepayment without any precharge under the Note.

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 limits; and (b) any sums already collected by this law which exceed the permitted limits will be refunded to Borrower.

12. **Loan Charges.** If the loan secured by the Security Instrument is subject to other charges collected or to be collected in charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

the sums received by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend the maturity date of this Security Instrument in accordance with the Note without notice to or consent of the Borrower's consents.

Instrument built but does not execute the Note; (c) is co-signing this Security Instrument only to mortgage, grant and convey

This Security Instrument shall bind and benefit the successors and assigns of the parties and their heirs, executors, administrators, and personal representatives.

by the original Borrower or his trustee's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or estoppel against the exercise of any right or remedy.

lender shall not be liable for any damage to or loss of the original or any copy of any document or instrument in his possession arising out of or in connection with the making or delivery of any such document or instrument.

10. Borrower or Not Released; Forgiveness; Modification of Amortization Schedule By Letter. Extension of the time for payment of amounts secured by this Security Instrument Borrowed by Letter to any successor in interest in the original Borrower's successors in interest to release the original Borrower's successors in interest of the original Borrower's right to collect any amount due under this Security Instrument.

Unless otherwise agreed 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 otherwise than in writing.

make an award of certain damages, or otherwise to respond to Letterer within 30 days after the date the notice is given under is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums received by this Security Instrument, whether or not then due.

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

the amount of the proceeds multiplied by (b) the fair market value of the following Property immediately before the sums secured shall be paid to the lessee, divided by (b) the fair market value of the property before the lessee's liability begins.

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 and/or other damage to the Property, the sums secured by this instrument shall be reduced by

any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Landlord.

shall give Borrower notice at the time of its agent may make reasonable entries upon and inspectioins of the Property. Lender

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance ceases in accordance with Borrower's and Lender's written agreement or applicable law.

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PARCEL 1:

THE SOUTHWESTERLY 22.25 FEET OF THE NORTHEASTERLY 189.25 FEET OF
THE NORTHWESTERLY 45.0 FEET OF LOT 3, (EXCEPT THAT PART DESCRIBED
AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT RUNNING NORTHEASTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 33.0 FEET, THENCE SOUTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 78.30 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING) IN THE SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF LOT 5 IN THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 1-1/2 RODS OF THE SOUTH 4 RODS THEREOF) ALSO THAT PART OF LOT 1 IN BLOCK 1 IN ROBERT'S MILWAUKEE AVENUE SUBDIVISION OF LOTS 5 AND 10 OF THE SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF LOT 5 IN THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 1-1/2 RODS OF THE SOUTH 4 RODS THEREOF) DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1, RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 20.0 FEET THENCE NORTH IN A STRAIGHT LINE A DISTANCE OF 39.30 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 1, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, TO THE POINT OF BEGINNING ALSO AN UNDIVIDED 1/15TH INTEREST IN THAT PART OF LOT 3 IN THE SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF LOT 5 OF THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 1-1/2 RODS OF THE SOUTH 4 RODS THEREOF) ALSO THAT PART OF LOT 1 IN BLOCK 1 IN ROBERT MILWAUKEE AVENUE SUBDIVISION OF LOTS 5 AND 10 OF THE SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF LOT 5 OF THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 1-1/2 RODS OF THE SOUTH 4 RODS THEREOF) DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT, THE NORTHWESTERLY LINE OF SAID LOT 3, 189.25 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 3, THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 45.0 FEET THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 21.75 FEET, THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, TO THE SOUTHEASTERLY LINE OF SAID LOT 3, THENCE SOUTHWESTERLY ON A SOUTHEASTERLY LINE OF SAID LOT 3, TO THE SOUTHWESTERLY CORNER OF SAID LOT 3, THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF SAID LOT 1, 17.60 FEET OF THE SOUTH EAST CORNER OF LOT 1

THENCE WEST ON THE SOUTH LINE OF SAID LOT 1, 20.00 FEET, THENCE NORTHEASTERLY TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 3, SAID POINT BEING 33.0 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 3, THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

RIGHTS AND EASEMENTS FOR THE INGRESS AND EGRESS APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 18975617, IN COOK COUNTY, ILLINOIS.

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