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Charge About This Line For SuperStee Day

This instrument was prepared by: MARGARETTEN & COMPANY INC. MORTGAGE 887 E WILHEITE ROAD PALATINE IL 80087

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THIS MORTGAGE ("Security Instrument") is given on

.

June

6th. 1986

County, Illinois:

ANDRZEJ ZIELINSKI, BACHPLOW MAFRIED TO KOTARZYNA ZIELINSKI

("Borrower"). This Security Instrument is given to MARGARETTEN & COMPANY, INC., a corporation which is organized and existing under the laws of the state of New Jersey, and whose address is 280 Maple Street, Fern Amboy, New Jersey 08862 ("Lender").

Borrower owes Lender the principal sum of

The mortgagor is

Sixty-Six Thousand, Five Hundred and 00/100

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 July 1st, 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 Corrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby montaine, grant and convey to Lender the following described property located

PARCEL 1: LOT 3 IN BLOCK & IN THE RESUBBIVISION OF BARRINGTON SQUARE UNIT NO. 7. BEING A SUBDIVISION OF PARTS OF THE NORTH-EAST 1/4 OF SECTION 8. TOWN-SHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.
PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BEHEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH AN DECLARATION OF COVEN-ANTS, RESTRICTIONS AND EASEMENTS FOR BAXFINGTON VII AND VIII BY DOCUMENT 23656348 AS AMENDED FROM TIME TO TIME.

COOK

#07-07-200-219

DEPTHON RECORDING

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which has the address of

Suce

1702 ISLAND VIEW

HOFFMAN ESTATES, IL 60195

reperty Address

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.

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT IL-709 (Rev. 7/84) Replaces IL-705

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SOUDS IN FIRSTALKS 387 WHATTE ROAD, SUITE F MARGARETTEN & COMPANY, INC. My Commission expires: lo (sb Given under my hand and official seal, this 419 9861 free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they are delivered the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(ate) subscribed to the foregoing instrument, appeared ANDRZEJ ZIELINSKI, MARMENDR MAKIED TO KOTARZYNA ZIELINSKI I, the Undersigned, a Notary Public in and for sold county and state, do hereby certify that AL, COMPANY OF THE CO. Connty 55: STATE OF ILLINOIS, 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

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with the Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and spare of this Security Instrument.

LX.

Planned Unit Development Rider

The following Riders are attached:

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in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or sectle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Refeased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right

or remedy shall not be a waiver of or preclude the exercise of any right or remedy

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lenger and Borrower, subject to the provisions of paragraph 1°. Borrower's covenants and agreements shall be point and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is cosigning this Security Insulament only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 or the Note without that Borrower's convent

12. Loan Charges. If the Iran 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by forking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceache according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may procke any remedies permitted by paragraph 19. If Lender exercises this option, Lender

shall take the steps specified in the second paragriph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another methor. 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 or wided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall the governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the corte which can be given effect without the conflicting provision. To

this end the provisions of this Security Instrument and the Note are doclared 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. 1. 74 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 sur s secured 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.

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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remed es permitted by this Security Instrument without

further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Borrower small made the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays I ender all sums which thin would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees: and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. I ender's rights in the Property and Burrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Sourity Instrument and the obligations 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

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

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 (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 default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' 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 redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security In-

strument

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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not then due, with any excess paid to Bottower. In the event of a partial taking of the Property, unless Bottower and Lender otherwise agree 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

other taking of any part of the Property, or for conveyance in lieu of condemnation, are nereby assigned and shall be paid to Lender. at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequencial, in connection with any condemnation or

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice itime of or prior to an inspection specifying reasonable centrics that the inspection is an inspection specifying reasonable centrics. cower's and Lender's written agreement or applicable law.

rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance terminates in accordance with Bor-

Unless Bortower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note

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? Lender does not have to do so.

Any amounts disbutsed by Lender under this paragraph? shall become additional debt of Borrower secured by this Security Instrument. 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 tien eceding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary tained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a prowriting.

7. Protection of Lender's Rights in the Property; Mortgage insurance. If Bottower fails to perform the coverants and agreements con-

the lease, and if Bortower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the causition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subs an ially change the Property, allow the Property to deteriorate or commit waste. It this Security Instrument is on a lesschold, Borrower shall commy with the provisions of

acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princi, at half not extend or postpone the due date of the monthly payments. It under paragraph 19 the Property is

will begin when the notice is given. strument, whether or not then due, with any excess paid to 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, we either or not then due. The 30-day period damaged, if the restoration or repair is economically leasible 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 b, applied to the sums secured by this Security In-Unless Lender and Bottower otherwise agree in writing, insurance proceeds shall is applied to restoration or repair of the Property

made prompily by Borrower. right to hold the policies and renewals. If Lender requires, Borrower shall proriptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notices. In the event of loss, Borrower shall give prompt notices. In the event of loss, Borrower shall give prompt notices if not

All insurance policies and renewals shall be acceptable to Lender and a all include a standard mortgage clause. Lender shall have the

fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhe d

within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements new existing or hereafter erected on the Property insured against loss by insurance shall be and insurance. This insurance shall be and insurance. This insurance shall be a sha payment of the obligation secured by the lien in a manner sceeptable to Lender; (b) contests in good faith the lien by, or detends against enforcement of the lien in, legal proceedings which is the Universe opinion operate to prevent the enforcement of the lien of the lien of the lien of the lien to this Security for this Security in the Property; or (c) secures from the hoider of the Property is a subject to a lien which may attain priority over this Security Instrument. If Lender determines that may part of the Property is subject to a lien which may attain priority over this Security Instrument. Acronder may give Bostower a notice identifying the lien. Bostower shall saits'y the lien or take one or more of the actions set forth above with the siving of paying of paying.

Borcower shall promprly discharge any lien which have the Security instrument unless Borrower: (a) agrees in writing to the shall promptly furnish to Lender all notices of a noutes for be paid under this paragraph. If Borrow er makes these payments directly, Bor-

3. Application of Payme." Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be application of Payme." Unless applicable law provides otherwise, all payments received by Lender under payable under paragraph 2; fourth, to interest due, and last, to principal due.

4. Charges; Llens. Borrower shall p. all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this former. and leasehold payments or ground tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this timanner. Borrower shall pay these obligations in the borrower provided in paragraph 2, or if not paid in this timanner. Borrower shall pay the directly to the person owed payment. Borrower shall promptly futnish to I ender all majiess of all outputs to be paid under this paragraph. If Borrower makes these payments directly. Borrower makes these payments directly. Borrower makes these payments directly.

Security Instrument. Lender. If under paragrapy, 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 of Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Upon payment in the of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by

quired by Lender. resaid to Borrower of 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 of items of more payments as re-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 excess shall be, at Borrower's option, either promptly excess shall be, at Borrower's option, either promptly

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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 made. The Funds are pledged as additional security for the sums secured by this Security firemanners. law permits Lender to make such a charge. Bortower and Lender may agree in writing that interest shall be paid on the Funds. Unless an applying the Funds, analyzing the account or verifying the escrow items, unless Lender nays Bottower interest on the Funds and applicable cluding Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (in-

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. monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twellth of: (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly leaschold payments or ground rents on the Property, if any; (c)

ierest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Tuxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day I. Payment of Principal and interest; Prepayment and Late Charges. Sorrower shall promptly pay when due the principal of and in-

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

THIS PLANNED UNIT DEVELOPMENT RIDER is made this day of , and is incorporated into and shall be deemed to amend and supple-. 19:55 ment the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARETTEN & COMPANY., INC., a corporation organized and existing under the laws of the state of New Jersey (the "Lender") of the same date and covering the Property described in the

Security Instrument located at:

ISLAND VIEW , HOPEMAN ESTATES, IL 60195 1702

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

GOVERNOR'S VILLAGE

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENA. 75. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender

further covenant and agree as follows:

- A. PUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documeris" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any Jupie in required hazard insurance coverage provided by the master or

blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower. C. PUBLIC LIABILITY INSURANCE. Borrower shall take sugar actions as may be reasonable to insure that the Owners

- Association maintains a public liablity insurance policy acceptable in form, amount, and extent of coverage to Lender. D. CONDEMNATION. The proceeds of any award or claim for damas is, direct or consequential, payable to Borrower in
- connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Londer and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of taking by conder, anion or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- REMEDIES. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

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