

## UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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13<sup>00</sup>

## MORTGAGE

JULY 7

86 THIS MORTGAGE ("Security Instrument") is given on  
 19..... The mortgagor is **Czeslaw Bielski and Patricia L. Bielski, Husband and Wife**  
 ..... ("Borrower"). This Security Instrument is given to  
**FIRST SAVINGS OF AMERICA**, which is organized and existing  
 under the laws of **THE STATE OF ILLINOIS**, and whose address is **9031 WEST 151ST STREET**  
**SUITE 202, ORLAND PARK, ILLINOIS 60462** ("Lender").  
 Borrower owes Lender the principal sum of **FIFTY THREE THOUSAND SIX HUNDRED AND NO/100**.....  
 Dollars (U.S. \$...53,600.00.....). 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 **AUGUST 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:

LOT 14 IN BLOCK 8 IN HAMBURG BEING BEHR'S SUBDIVISION OF BLOCKS 23 AND 24 IN  
 CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST  
 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 17-33-310-007  
 VOLUME : 524

RECORD AND RELEASE TO: CAROL L. URBAN  
 FIRST SAVINGS OF AMERICA  
 9031 WEST 151ST STREET, SUITE 202  
 ORLAND PARK, ILLINOIS 60462

Box 715

86284240

3617 SOUTH LOWE  
 which has the address of .....  
 [Street] ..... (City)  
 Illinois 60609 ..... ("Property Address");  
 [Zip Code]

CHICAGO

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

*[Signature]*

Day of January, 1986.

Year and month date instrument for the purpose and uses herein set forth.

(This, her, these)

Before me and in (the) known or provided to me to be the person(s) who being informed of the contents of the foregoing instrument,

before me and in (the) known or provided to me to be the person(s) who, being informed of the contents of the foregoing instrument,

a Notary Public in and for said county and state, do hereby certify that

the above instrument is in due form and contains no illegal or unauthorized provisions.

I further certify that the instrument is a true copy of the original instrument.

Given under my hand and seal this 15th day of January, 1986.

Notary Public

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

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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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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The 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 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 notice or demand on Borrower.

If Borrower's right to accelerate has been exercised, [ ] Borrower's right to Prepay.

Acceleration of this Security instrument discouned at any time prior to the earlier of: (a) 5 days (or 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 concerning this Security Instrument. Those conditions are the same as applicable law my specify for reinstatement before sale of the Property pursuant to the right to have the right to have occurred; (a) pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurring; (b) pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurring; (c) pays all expenses of any other person who performs any services required to collect the amount due under this Security instrument; (d) takes such action as Lender may reasonably take to collect the amount due under this Security instrument; (e) furnishes all information reasonably requested by Lender to assist the lien of this Security Instrument; (f) agrees to pay all costs of collection, including attorney's fees, and (g) complies with all terms and conditions of this Security instrument and the Note.

Borrower shall have the right to Prepay.

executed by the Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by law.

16. Borrower's Copy. Borrower shall be given one controlmarked copy of the Note and all other instruments.  
17. Transfer of the Property or a Beneficial Interest in Borrower. All or any part of the Property of any  
meter or equipment (or a beneficial interest in Borrower) may, at the option, require immediate payment in full of all sums  
without Lender's prior written consent. Lender may, at his option, require immediate payment in full of all sums  
permitted in it is sold or transferred (or a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural  
person.

None of the countries within the scope of this report have adopted provisions of this security instrument and the 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.

**15. Governing Law; Severability.** This Security Instrument shall be governed by law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held to be illegal or contrary to law, such provision shall be ineffective without affecting the validity of the other provisions of this Security Instrument or the Note.

any notice given to Borrower or Lender shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument or any other address Lender designates by notice to Borrower.

**24. Notice.** Any notice to Borrower provided for in this Security Ins., which shall be given by mailing 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 designated by notice to Lender. Any notice to Lender shall be given by telephone or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

renders nothing more than a right to sue. It is the ultimate remedy for a breach of contract, but it does not provide a remedy for a tort.

partial prepayment without any prepayment charge under the Note or by making a direct payment to Borrower. If a real and reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

charge, and that law is usually interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit; (a) any sums already collected from Borrower which exceed the permitted limits will be reduced by reducing the principal owed to Borrower; Lender may do so to make this refund by reducing the principal owed to Borrower to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limits will be reduced by reducing the principal owed to Borrower to reduce the charge to the permitted limit.

**12. Loan Charges.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, or makes any accommodations, which regard to the terms of this Security Instrument or the Note without

that Borrower's interest in the Property and all other rights and interests of Borrower in the Security Instrument and all other documents relating thereto, and (c) agrees that Lender and any other Borrower may agree to extend the sums secured by this Security Instrument; and (d) is not personally obligated to pay the sums secured by this Security Instrument; and (e) agrees that Lender and any other Borrower may agree to extend the terms of this Security Instrument only to meet mortgage, garnishment and other judgments but does not execute the same in any case.

This Security Instrument shall bind Mr. & Mrs. Deacon, their successors and assigns of Landlord and Borrower, subject to the provisions of paragraph 17, Borrower's covenants, and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall do so in his or her individual capacity only to mortgagor, grant and convey

by the original Borrower or by the power of attorney, a successor in interest. Any holder in due course may exercise any right or remedy by the original Borrower or by the power of attorney, a successor in interest. Any holder in due course may exercise any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Interest of Borrower shall not operate to release the liability of the original Borrower or Bottower's successors in interest. Interest of Bottower shall not be entitled to commence proceedings against any successor in interest or trustee to extend time for payment of obligations incurred by him. Security instrument by reason of any demand made

portion of the use of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Given, [Signature] authorizes to consider and apply the proceeds, as in his opinion, entitles to restoration of repair of the property or to the sums secured by his Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, After notice by Lender to Borrower that the condemner orders to remove the chattel, Borrower fails to respond to Lender within 30 days after the date the notice is served or sends a demand to Lender to remove the chattel and Lender fails to respond to the notice or demand within 30 days after the date the notice or demand is received by Lender, Lender may sell the chattel at a public sale held at the place where it is located and apply the proceeds to its accrued and unpaid interest and expenses of collection and attorney's fees, and the remainder of the proceeds to the condemner or to the person entitled to receive the same under the terms of the Deed of Trust.

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 Borroower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless otherwise agreed in writing, the sums secured by this Security instrument shall be reduced by the amount of the total taking of the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby merged and shall be paid to Lender.

**3. Inspection.** Lender or its agent may make reasonable inspections upon and inspect the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

If Lender required mortgagor to make the loan secured by this security instrument,