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Loan # 0010001944

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 28**
19**87**. The mortgagor is **GERALD H. WADZINSKI AND KATHERINE WADZINSKI, HIS WIFE**
("Borrower"). This Security Instrument is given to
FIRST FAMILY MORTGAGE COMPANY, INC., which is organized and existing
under the laws of **ILLINOIS**, and whose address is **2900 E. OGDEN AVE. LISLE, IL 60532** ("Lender")
Borrower owes Lender the principal sum of **SEVENTY FIVE THOUSAND & 00/100**
Dollars (U.S. \$ **75,000.00**). 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 **NOVEMBER 1st, 2017**. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in **COOK** County, Illinois

**LOT 4 IN BLOCK 2 IN A. T. MCINTOSH'S BRYN MAWR AVENUE ADDITION TO CHICAGO, BEING
A SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE EAST 46.83 FEET OF SAID LOT 1) IN
CIRCUIT COURT PARTITION OF LOTS 13, 14 AND 15 IN THE COUNTY CLERK'S DIVISION OF
THE SOUTH 1/2 OF THE SOUTH WEST 1/4 AND THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4
OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
(EXCEPT THAT PART OF THE SOUTH 33 FEET LYING EAST OF NORWOOD PARK AVENUE) IN
COOK COUNTY, ILLINOIS.**

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Eddo

TAX I.D. NO. # **13-05-320-022**
which has the address of **5746 N. MELVINA** **CHICAGO**
60646 [City]
Illinois [Zip Code]
(Property 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 seized 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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FIRST FAMILY MORTGAGE COMPANY, INC.
2900 GREEN AVENUE
LISLE, ILLINOIS 60532

LISTE, ILLINOIS 60532

2900 GREEN AVENUE

FIRST FAMILY MORTGAGE COMPANY, INC.

REBODS AND REFLUX 101

LISA REGIMENTI

PREPARED BY:

NOTARY PUBLIC

MY COMMISSION EXPIRES: /

• 1861 •

COUNTRY SS: ILLINOIS , THE UNDERSIGNED
A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, DO HEREBY CERTIFY THAT CERALD H. WADZINSKI AND KATHERINE
WADZINSKI
, PERSONALLY KNOWN TO US TO BE THE SAME PERSONS
WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPARED BEFORE ME
THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SIGNED AND DELIVERED
THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES
AND PURPOSES THEREIN SET FORTH.

METHANE WATERSHED **ISPACE Beta**, The Line For Action-based growth!

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

20. Lender in Possession. Upon acceleration 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 judiciable receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management fees, and then to the rents of the Property including those past due, but not limited to, receiver's fees, premiums on reenteror's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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.

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

23. Rights to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covanants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

24. Family Rider. Condominium Rider Planned Unit Development Rider Graduate/Payment Rider Advertiser Rider 2-4 Family Rider Other(s) [Specify] _____

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant or agreement (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default, not less than 30 days from the date 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 note in accordance with the terms of the Note.

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant or agreement (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default, not less than 30 days from the date 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 note in accordance with the terms of the Note.

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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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of notice 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 further notice or demand on Borrower.

federal law as part of this section, Lennder shall give Borrower notice of acceleration. The notice shall provide a period of 15 calendar days for Lennder to cure the deficiency.

16. Borrower's Copy. Borrower shall be given one controlmarked copy of the Note and of this Security Instrument.
17. Transfer of the 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
then due.

13. Governing Law: Separability. This Security Instrument shall be governed by federal, state and local law of the jurisdiction in which the Property is located. In the event there is a conflict provision of this Note and the applicable law, such conflict shall not affect provisions of this Security Instrument or the Note that are given effect notwithstanding the conflicting provision. To this end the provisions of this Note which can be given effect notwithstanding the conflict shall not affect provisions of this Security Instrument or the Note that are given effect notwithstanding the conflict.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mailing in by first class mail unless otherwise required by law. The notice shall be given by delivery in person or by delivery in by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice to Borrower or any other address Borower designates by notice to Lender. Any notice to Lender shall be given by delivery in by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice to Borrower or any other address Borower designates by notice to Lender. The notice shall be directed to the proper address of any other address Borower uses of another method. The notice shall be given by delivery in by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

performed on page 17. In either exercises this option, leader shall take the steps specified in the second paragraph of

participate in preparation without any preparation charge under the NCG.

12. Loan Charges. If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it interests 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 exceed the permitted limits will be repaid to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a creditor reduces principal, the reduction will be treated as a partial discharge of the Note.

that Bottlemen's corporation, according to the terms of this secuity instrument or the note which

11. Successors and Assignees; Joint and Several Liability; Co-Signers. The covenants of this Security Instrument shall bind all successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower and any other Borrower may agree to pay the sums secured by this Security Instrument: and (c) agrees that Lender and any other Borrower may be entitled to collect from him the amount of his interest in this Security Instrument.

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

10. Borrower Not Responsible for Non-Performance Payments referred to in Paragraphs 1 and 2 or Change in the amount of such payments. Postponement of due date of the monthly payments referred to in paragraphs 1 and 2 or change in the amount of such payments.

Given, [Date], Leender is authorized to collect and apply the Proceeds, at his option, either to restoration or repair of the Property or to the sum[s] paid 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 condemned offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is paid to Borrower.

unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

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,

9. **Complaint**. Before notice at the time of an accident may make responsible parties liable for damages resulting upon him irrespective of the property damage.

11. Lender agrees to pay the premium on the insurance as a condition of making the loan secured by this security instrument.
12. Borrower shall pay the premium on the insurance in accordance with Borrower's and Lender's written agreement or applicable law.