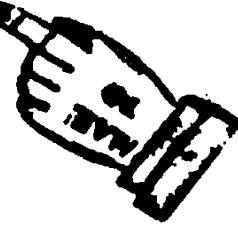


*Ode*  
 RETURN TO AND PREPARED BY:  
 FIRST GIBRALTAR MORTGAGE CORP.  
 43 ORLAND SQUARE DR #304  
 ORLAND PARK, ILLINOIS 60462

# UNOFFICIAL COPY

87036643



— (Space Above This Line For Recording Data) —

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 29, 1986**  
 The mortgagor is **JOHN E. ZAWISZA AND MAUREEN A. ZAWISZA, HIS WIFE**

("Borrower"). This Security Instrument is given to

**FIRST GIBRALTAR MORTGAGE CORP., A CORPORATION**

under the laws of **THE STATE OF TEXAS**, and whose address is **4004 BELT LINE, #100, PO BOX 010199, DALLAS, TEXAS 75381-0199**, which is organized and existing ("Lender").  
 Borrower owes Lender the principal sum of **FIFTY THOUSAND**

**AND NO/100** Dollars (U.S. \$ **50,000.00**). 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 **JANUARY 1, 2002**. 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 16 IN RAINTREE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

87036643  
 DEFT-01 RECORDING \$13.25  
 T#4464 TRAN 0377 01/20/87 12:52:00  
 #8694 #2 4464-137-036643  
 COOK COUNTY RECORDER

**PERMANENT INDEX# 27-26-303-016**

*EAO*

which has the address of **17313 TAMAR LANE**,  
[Street]  
 Illinois **60477** ([Zip Code]) ("Property Address");

**TINLEY PARK,**  
[City]

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.

# **UNOFFICIAL COPY**

My Commission Expires 8/22/90  
Notary Public, State of Illinois  
James R. Johnson  
Official Seal

---

*Roger*

NOTARY PUBLIC

MY COMMISSION EXPIRES:

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 31 DAY OF DECEMBER, 1986

FOR THE USES AND PURPOSES THEREIN SET FORTH.

THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR

FORGEONING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE

FOREGOING INSTRUMENT, APPARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT

THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR

THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 31 DAY OF DECEMBER, 1986

NOTARY PUBLIC

MY COMMISSION EXPIRES:

A NOTARY PUBLIC IN AND FOR SAID COUNTY

AND STATE, DO HEREBY CERTIFY THAT JOHN E. ZAWISZA AND

MAUREEN A. ZAWISZA, HIS WIFE

COUNTY SS: *C-84-A*

STATE OF ILLINOIS.

[Space Below This Line for a Thumbredgum] \_\_\_\_\_

MARIEEN A. ZAVIESZA  
—BORROWER  
—SCHL<sup>(Seal)</sup>

JOHN E. ZAVIESZA  
—BORROWER  
—SCHL<sup>(Seal)</sup>

X John E. Zaviesza  
John E. Zaviesza

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- 2-4 Family Rider  
 Adjustable Back Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Graduate Placement Rider  
 Other(s) [Specify] \_\_\_\_\_

**Supplement** The recommendations of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes] \_\_\_\_\_

22. Waller of Homeestead. Borrower waives all rights of homestead exception in the Property.  
23. Right to the Security Instrument. If one or more riders are executed by Borrower and recorded together with

**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.

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 rents, including, but not limited to, receiver's fees, premiums on

20. Lender in Possession. Upon acceleration of the note and costs of trustee's services.

This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding under such law as may be enacted to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

extreme of a default or any other defiance of Borrower to refuse to accept acceleration and the right to assert in the foreclosure proceeding the non-payment of the debt evidenced by the Note and the immediate payment of all sums accrued by the date specified in the Note. Lender at its option may require immediate payment in full of all sums accrued by the date specified in the Note.

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 14 unless otherwise specified). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) the date by which the default must be cured.

NON-UNIFORM COVERNANTS BORROWER AND LENDER DRAFTED COVERNANT AND BRIDGE AS FOLLOWS:

# UNOFFICIAL COPY

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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 in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice 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 consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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, unless Borrower and Lender otherwise agree 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 settle 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 Released; 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 Broad; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender 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 but does not execute the Note: (a) is co-signing this Security Instrument 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 consent.

**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 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 making 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 unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph 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 method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be 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 Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**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.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by 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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued 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 enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or 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, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security 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.

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Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts under this paragraph 7, Lender does not have to do so.

Security instruments. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate and shall be payable, with interest, upon notice from Borrower requesting payment.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or subdivide any immovable property held by it in respect of which it has been granted a leasehold interest.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments under paragraph 19 the property is acquired by Lender. Borrower's right to any insurance policies and premium damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this security interest.

Unless Lesnder and Borrower 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 Lesnder's security is not lessened. If the restoration or repair is not economically feasible and Lesnder's security is not lessened, the insurance proceeds shall be applied to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin 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 offered to settle a claim, or does not answer within 30 days. 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 offered to settle a claim, then Lender may use the insurance 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

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause. Lennder shall have the right to hold the policies and renewals. If Lennder requires, Borrower shall give prompt notice to the insurance carrier and Lennder. Lennder may make proof of loss if not made promptly by Borrower.

of the giving of notice;

5. **Hazard Insurance.** Borrower shall keep the insurance now existing or hereafter effected on the Property insured against loss by fire, hazards included within the term "extending 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 shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) receives evidence of prepayment of the payables; or (b) consents in writing to the payment of the obligation in a manner acceptable to Lender.

**4. Charges: Lenses.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may be levied or over this Security instrument, and household payments of 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 directly to the person who makes these payments directly. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Lender so desires, Borrower shall pay all notices of amounts due to him in accordance with the terms of this Agreement.

**3. Applications of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayments of principal due; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

amount necessary to make up the deficiency in one of more paym ents as required by Lender.

purpose for which each debt is to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds shall be held in trust for the benefit of the Fundholders.

The Funds shall be held in an institution which deposits or accounts of which are insured by a general or class of certain funds and securities as defined in the law.

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ( "Prudis" ) equal to one-twelfth of (a) yearly taxes and assessments which may attach 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 "extra items". Lender may estimate the funds due on the

1. Payment of Principal and Interest; Preparation and Late Fees.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.