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MAIL TO:  
FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF WESTCHESTER  
7121 S. MINNESOTA RD.  
WESTCHESTER, IL 60153

THIS INSTRUMENT WAS PREPARED BY  
Edward J. Mataga, Attorney at Law  
2001 Westmore Road  
Westchester, Illinois 60153

[Space Above This Line For Recording Date]

Loan No. 1011-29 02

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 27  
1987. The mortgage is John F. Krupka and Constanta A. Korik, now known as Constanta  
A. Krupka, his wife ("Borrower"). This Security Instrument is given to  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER, which is organized and existing  
under the laws of The United States of America, and whose address is  
2421 South Mannheim Road, Westchester, Illinois 60153 ("Lender").  
Borrower owes Lender the principal sum of Seven Thousand and 00/100  
Dollar (U.S. \$7,000.00). 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 February 22, 1997. 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 Westchester County, Illinois.

The South 1/4 of Lot 13 in Block 4 in Portia Manor, being F. H. Earlett's  
Subdivision of the South West 1/4 of Section 34, Township 39 North, Range 12,  
East of the Third Principal Meridian, according to the Plat thereof recorded  
February 5, 1915 as Document 5579274, in Cook County, Illinois.

Permanent Index No. 15-34-304-007 **F.A.D. K**

DEPT-411 RECORDING  
140022 TRAN 0180 05/04/07 15 10 18  
#2887 # 13 # 1017 - 25-5710  
COOK COUNTY RECORDER

which is the address of 3513 Harrison Brockfield  
(Street) (City)  
Illinois 60513 ("Property Address")  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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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This instrument was prepared by [Name] and recorded on [Date] at [Time] at [Location]

Witness my hand and official seal this 27th day of February, 1987.

Notary Public in and for said county and state, do hereby certify that [Name] is a duly qualified and licensed Notary Public in and for said county and state, and that he is duly qualified and licensed to perform the duties of a Notary Public in and for said county and state.

STATE OF Illinois COUNTY OF Cook

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders attached hereto and recorded with it.

1. [Name] (Borrower) 2. [Name] (Lender)

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument... 19. Acceleration. Upon acceleration under paragraph 18 on abandonment of the Property and at any time prior to the expiration of any period of redemption... 20. Lender in Possession. Upon acceleration under paragraph 18 on abandonment of the Property and at any time prior to the expiration of any period of redemption... 21. Release. Upon payment of all sums secured by this Security Instrument... 22. Waiver of Remedies. Borrower waives all right of borrower's election to the Property... 23. Other (specify) Line of Credit Payment Rider

NON-UNITED COVENANTS, Borrower and Lender further covenant and agree as follows:

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 and 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 condonee 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 Bound; 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. **Notice.** 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 Reinstata.** 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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**1. Payment of Principal and Interest** Borrower and Lender covenant and agree as follows: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges by Lender. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges by Lender. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges by Lender. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges by Lender. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges by Lender.

**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 attach to the Property; (b) yearly hazard insurance premiums; and (c) yearly hazard insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the date of current data and reasonable estimates of future escrow items.

**3. Application of Funds** The Funds shall be held in an institution of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such 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, unless 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 debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

**4. Charges** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property over the term of the Security Instrument, and less household payments or ground rents, if any. Borrower shall pay (as defined in paragraph 1) to the lender in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay from, on time due to the lender, on time due to the lender, on time due to the lender, on time due to the lender, on time due to the lender.

**5. Application of Payments** Lender, at its option, shall apply the Funds to pay the escrow items, and less household payments or ground rents, if any. Lender shall promptly pay to the lender, on time due to the lender, on time due to the lender, on time due to the lender, on time due to the lender.

**6. Prepayment** Borrower shall have the right to prepay all or part of the debt evidenced by the Note at any time and from time to time without charge to Lender. If under paragraph 1 the Funds are applied to pay the debt, the amount of prepayment shall be applied to the debt in the order specified in paragraph 2. Prepayment of the debt shall not constitute a default under the Note.

**7. Extension of Term** If at the time of the maturity of the debt evidenced by the Note, the debt is not paid in full, the term of the Note shall be extended until the debt is paid in full. The extension shall be for a period of six (6) months, unless otherwise provided in the Note.

**8. Assignment or Surrender** Borrower shall have the right to assign or surrender the debt evidenced by the Note at any time and from time to time without charge to Lender. If the debt is assigned or surrendered, the assignor or surrenderor shall be deemed to have assigned or surrendered the debt to Lender, and Lender shall be deemed to have assigned or surrendered the debt to the assignee or surrenderee.

**9. Release of Lien** If the debt evidenced by the Note is paid in full, Lender shall release the lien of the Security Instrument on the Property, and the Security Instrument shall be null and void. If the debt is not paid in full, the Security Instrument shall remain in full force and effect.

**10. Waiver of Defects** Borrower shall waive any defects in the Security Instrument, the Note, or the Property, and shall agree to execute any instruments necessary to perfect the Security Instrument, the Note, or the Property.

**11. Assignment of Rights** Lender shall have the right to assign the Security Instrument, the Note, or the Property, and the assignee shall be deemed to have acquired the Security Instrument, the Note, or the Property from Lender.

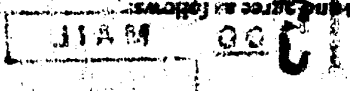
**12. Payment of Deficiency** If the debt evidenced by the Note is not paid in full, Lender shall have the right to foreclose on the Property and sell the Property. If the proceeds from the sale of the Property are not sufficient to pay the debt, Lender shall have the right to demand payment of the deficiency from Borrower.

**13. Payment of Costs** Borrower shall pay all costs and expenses incurred by Lender in connection with the Security Instrument, the Note, or the Property, including attorney's fees and costs of collection.

**14. Waiver of Notice** Borrower shall waive any notice that may be required by law, including notice of foreclosure.

**15. Entire Agreement** This Security Instrument, the Note, and the Property shall constitute the entire agreement between Borrower and Lender, and shall supersede all other agreements between them.

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This Rider is made this 27th day of February, 1987, and is incorporated into and should be deemed to amend and supplement the Mortgage (the Security Instrument) of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First Federal Savings and Loan Association of Westchester (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 3513 Harrison, Brookfield, IL

In addition to covenants and agreements in the Security Instrument, Borrower and Lender further agree as follows:

Any provision of said Mortgage or other such instruments executed in connection with said indebtedness which are inconsistent with the provisions of this Rider, including but not limited to the interest rate, monthly payment, notice to Borrower and prepayment are hereby amended or negated to the extent necessary to conform such instruments to the provisions of this Rider.

This Mortgage is to secure to Lender on consolidation of the repayment of the Revolving Line of Credit indebtedness evidenced by a Line of Credit Agreement and Disclosure Statement (Agreement) of even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 2,000.00 or so much thereof as may be advanced and outstanding with interest thereon, providing for monthly installments of interest with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable ten (10) years from the date hereof; the payment of all other sums, with interest hereon advanced in accordance herewith to protect the security of this Mortgage; any future advances must have the same priority of the original loan amount; and the performance of the covenants and agreements of Borrower's contained herein and in the Agreement and the Note. The Agreement, Note and this Mortgage are collectively referred to as the "Credit Documents". The Credit Documents contemplate, and this Mortgage permits and secures future advances.

Borrower acknowledges that the Note calls for a Variable Interest Rate, and that the Lender may, prior to the expiration of the term of the Note cancel future advances thereunder and/or require repayment of the outstanding balance under the Note. In this regard, the Note provisions set forth verbatim below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Note or to cancel future advances for reasons other than default by the Borrower.

The first three paragraphs of paragraph 4 of the Note entitled "Interest (Variable Rate)" provide as follows:

The annual interest rate applied to the outstanding principal balance on this Note is calculated daily and is equal to the Prime Rate plus one (1) percentage point. The Prime Rate is defined as the Prime Rate as reported in the Money Rate section of The Wall Street Journal. In the event that The Wall Street Journal stops reporting the Prime Rate, the Lender will select a comparable index as a substitute for the Prime Rate and notify you of the change. If The Wall Street Journal reports two different Prime Rates, the Lender will select the higher of the two Prime Rates as the Prime Rate in determining the annual interest rate. The interest is payable monthly and is due by the 20th day after the statement day. The interest is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may change from month to month; it is set at the beginning of each monthly billing period. The daily periodic rate is 1/365th of the annual interest rate applicable to that monthly billing period (carried to five decimal places).

There is no maximum limit on increases in the annual interest rate, and decreases in the annual interest rate are mandatory as the Prime Rate declines. Conversely if the Prime Rate increases so will the annual interest rate and that may increase the monthly interest payment. The annual interest rate will decrease if the Prime Rate decreases and that may reduce the monthly interest payment.

For the monthly billing period which began on February 1, 1987, the daily periodic rate was 02328 % (which corresponds to an annual interest rate of 8.5 %). The daily loan balance shall be computed by taking the principal balance of all borrowings at the beginning of each day, adding any borrowings posted to the Account that day and subtracting any principal payments posted to the Account as of that date. The interest begins to accrue on the date that a Borrowing is posted to the Account.

Paragraph 6 of the Note entitled "Call Option" provides in its entirety as follows:

"Without cause, Note Holder can either (a) cancel my right to any future advances under my line of credit without requiring prompt repayment of my outstanding principal balance (that is, "freeze" the line), or (b) cancel my right to any future advances and also require prompt repayments of my outstanding principal balance plus accrued interest and other charges imposed on my credit line (that is, "terminate" the line).

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Note Holder may do either of these things by giving me written notice of its election to do so. To be effective, the notice must be given within three (3) business days before or after either the fifth anniversary of my signing this Note or any subsequent anniversary date up until the tenth anniversary date. The notice must be sent registered or certified mail, addressed to me at the Property's address (or such other address as I have given Note Holder). The notice will be deemed to have been given on the date it is deposited in the mail regardless of when I actually receive it.

If Note Holder gives me such a notice my right to any future advances under my line of credit will expire as of 12:01 a.m. Central time, on the eleventh (11th) calendar day after the notice is given. For example, if the notice is given on May 15, my right to future advances will expire at 12:01 a.m. on May 26. If the notice specifies that Note Holder is terminating my line, rather than merely freezing it, I will be obligated to repay my outstanding principal balance, and all accrued interest and other charges imposed on my credit line, no later than one hundred and twenty (120) calendar days after the notice is given. If the notice specifies that Note Holder is freezing my line, rather than terminating it, I am not obligated to repay my outstanding principal balance until the Due Date, provided, however, that Note Holder will still have the right in accordance with and at the time specified in this Note, to give me a subsequent notice terminating it entirely, thus advancing the date principal repayment is due".

## EVENTS OF DEFAULT

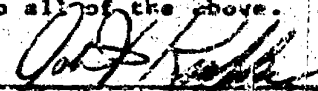
In addition to the Event of Default caused by the sale or transfer of all or any part of the Property, or any interest therein, which event is specifically covered in paragraph 17 of the mortgage, set forth below is a list of events which will constitute Events of Default. The events are: (A) Borrower fails to make any payment; (B) Borrower fails to comply with the terms of the Note or this Mortgage which secures the Note; (C) any application or statement furnished by the Borrower is found to be materially false; (D) the Borrower dies; (E) the Note Holder reasonably believes that the Property held as collateral has declined substantially in value; (F) the Borrower changes his or her marital status and transfers his or her interest in the Property securing the Note to someone who either is not a signer of all Credit Documents or is a signer of the Credit Documents if such transfer, in the Note Holder's reasonable judgement materially impairs the security for the Note; (G) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against the Borrower and not dismissed within sixty (60) calendar days under any provisions of any state or federal bankruptcy law in effect at the time of filing; (H) the Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due; (I) the Borrower further encumbers the Property or suffers a lien or encumbrance to be filed against the Property, which lien or encumbrance in Lender's reasonable judgement jeopardizes Lender's security for the line of credit described in the Note and Agreement; (J) Borrower defaults under any credit instrument or deed of trust evidencing or securing a loan to Borrower which loan has priority in right of payment over the line of credit described in the Credit Documents or whose lien has or appears to have any priority over the lien hereof or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property; (K) Borrower fails to furnish personal financial information upon request of the Note Holder from time to time.


Upon default, the Note Holder at its option may refuse to allow additional borrowings and declare all amounts owing to the Note Holder to be immediately due and payable.

All of the terms, conditions and provisions of the Agreement and Note are by these references incorporated herein as if set forth in full. Any Event of Default under the Note or the Agreement SHALL CONSTITUTE AN EVENT OF DEFAULT hereunder, without further notice to Borrower.

Time is of the essence in this Mortgage and the Note and Agreement.

By signing this, the Borrower(s) agree(s) to all of the above.

  
\_\_\_\_\_  
John F. Krupka - Borrower (Seal)

  
\_\_\_\_\_  
Constance A. Krupka - Borrower (Seal)  
formerly known as Constance A. Kozik