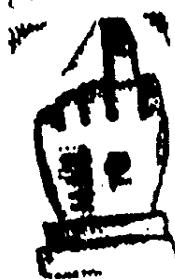


# UNOFFICIAL COPY

PREPARED BY: AND RETURN TO:

850 E. ALCONQUIN ROAD, SUITE 102  
SCHAUMBURG, IL 60173



87165648

LOAN NO. 00034768 (0059) (Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....MARCH 26.....  
19.....87. The mortgagor is ...ROBERT KOZLOWSKI..., A. SINGLE MAN, AND KATHRYN R. CLEMENTE, A. SINGLE  
WOMAN.... ("Borrower"). This Security Instrument is given to .....  
WESTAMERICA MORTGAGE COMPANY....., which is organized and existing  
under the laws of .....THE STATE OF COLORADO....., and whose address is .....  
7900 EAST UNION AVENUE, SUITE 500, DENVER, CO 80237..... ("Lender").  
Borrower owes Lender the principal sum of ....FIFTY THREE THOUSAND AND 00/100.....  
Dollars (U.S. \$.....53,000.00.). 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 .....APRIL 1, 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:

UNIT NUMBERS 3-E AND G-18 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN  
THE COMMON ELEMENTS IN THE PARK CONDOMINIUM AS DELINEATED AND DEFINED IN THE  
DECLARATION RECORDED AS DOCUMENT NUMBER 23240371, IN THE EAST 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-91 RECORDING \$14  
TH4444 TRAN 0531 03/30/87 10:19:00  
#9170 # D \*--37--145648  
COOK COUNTY RECORDER

80  
13-16-17-045-1023  
1063

which has the address of .....4572, NORTH MILWAUKEE.....CHICAGO.....  
(Street) (City)  
Illinois .....60630..... ("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 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.

-87165648

# UNOFFICIAL COPY

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property: Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding therein against Mortgagor, Lender may sue in the name of the mortgagors to enjoin such proceedings and to restrain the mortgagors from doing any act which would impair the value of the property or which would violate any provision of this instrument.

6. Preservation and Maintenance of Property; Leaseholders. Borrower shall not destroy, damage or sublease without the prior written consent of Lender and agrees to file a copy of this Agreement with the appropriate state and local authorities.

Unless a Leader and Borrower otherwise agree in writing, any application of proceeds to prime past due or postponed interest of the monthly payments referred to in paragraph 1 and 2 of the change in payment terms under paragraph 19 the Proprietary is acquired by the Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the acquisition shall pass to the extent of the sums secured by this Security instrument, immediately prior to the acquisition.

The frequency of 10 day studies selected by this secondary instrument whether or not there are 10-day period will begin when the notice is given.

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 economic, less than the unpaid principal amount of the note.

Lender shall have the right to hold the policies and renewals, if Lender renews, or borrows shall promptly give to the Lender full receipts of paid premiums and renewals notices. In the event of loss, Borrower shall immediately notice to the Lender

All insurance policies and renewals shall be negotiable so as to cover and shall include a standard model clause guaranteeing liability without fault.

notice indicating 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.

Borrower shall Promptly disclose any lien which has Priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the amount secured by the lien in a manner acceptable to Lender; or (b) consents in good faith to the payment to the obligee of the amount secured by the lien in a manner acceptable to Lender.

4. Charges, taxes, Borroower shall pay all expenses, assessments, charges, fines and impositions attributable to the property which may arise, priority over this Security instrument, and leasehold payments or ground rents, if any.

Borroower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may arise, priority over this Security instrument, and leasehold payments or ground rents, if any.

Borroower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may arise, priority over this Security instrument, and leasehold payments or ground rents, if any.

Borroower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may arise, priority over this Security instrument, and leasehold payments or ground rents, if any.

any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, to the same extent, prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of than immediate, prior to the sale of the same or its acquisition by Lender, any Funds held by Lender at the time of application as credit against the sums due under this Section.

If the amount of 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 of more payments as required by Lender.

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 otherwise, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, an annual accounting of the Funds showing credits and debits to the Funds and the sums secured by this Security instrument.

Leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgagage 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 principal of and interest on the debt evidenced by the Note and any preparation for payment of the Note or any part thereof.

2. *Funders for Taxes and Insurance.* Subject to applicable law or written agreement, Borrower shall pay one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

# UNOFFICIAL COPY

7 16 2017 4 8

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; 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) 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.

37165648

# **UNOFFICIAL COPY**

The seal is rectangular with a double-line border. The outer border contains the text "OFFICIAL SEAL" at the top and "STATE OF ILLINOIS" at the bottom. The inner border contains the text "THE GREAT SEAL OF THE STATE OF ILLINOIS" at the top and "A.D. 1868" at the bottom. The center features a shield with a plow, a sheaf of wheat, and a sheaf of corn, supported by two figures.

NOTARY PUBLIC

My Communication experts:

Given under my hand and official seal, this 26th day of MARCH, 1987  
Chereth Seet Jorchen.

whose name(s) ARE \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY HEX \_\_\_\_\_ engaged and delivered the said instrument as THEIR \_\_\_\_\_ free and voluntary act, for the uses and purposes

I, THE UNDERSIGNED,  
, a Notary Public in and for said county  
and state, do hereby certify that ROBERT KOZLOWSKI, A SINGLE MAN, AND  
KATHRYN R. CLEMENTE, A SINGLE WOMAN personally known to me to be the same person(s).

**STATE OF ILLINOIS,**  
**KOUNTY ass:**

(Specify Below This Line For Acknowledgment)

*KATHRYN R. CLEMENT* (See) *Kathryn R. Clement* —BOSTON  
*ROBERTA KOZLOWSKI* (See) *Roberta Kozlowski* —BOSTON

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

22. **W-2 Rider of Homeestead**, Borrower waives all rights of homestead exemption in the property.  
 23. **Right to this Security Instrument**. If one or more riders are executed by Borrower and recorded together with this Security instrument, the co-signants and agreeements of each such rider shall be incorporated into and shall all amend and supplement the co-signants and agreeements of this Security instrument as if the rider(s) were a part of this instrument. [Circular, adjustable box(es)]  
 24. **Adjustable Rider**      **Condominium Rider**      **2-4 Family Rider**  
 25. **Graduated Payment Rider**      **Planned Unit Development Rider**      **Other(s) [Specify]**

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on recciver'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.

19. **Accruals:** Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any applicable law, provides otherwise, The notice shall specify: (a) the action required to cure the default; (c) a date, not less than 30 days from the date specified in the notice to Borrower, by which the default must be cured; and (d) that failure to cure the date before the notice is given to Borrower, by which the default must be cured, secures payment by this SecuritY instrument, forfeiture by judicial sale of the property. The notice shall include a provision to cause the date before the notice is given to Borrower, by which the default must be cured, to occur on or before the date specified in the notice to Borrower, and shall state that the sums secured by this SecuritY instrument, forfeiture by judicial sale of the property, The notice shall specify: (a) the date specified in the notice to Borrower, by which the default must be cured; and (b) the action required to accelerate the debt held by Lender under this SecuritY instrument (but not prior to acceleration under paragraphs 13 and 17 unless otherwise provided in this SecuritY instrument). The notice shall specify: (a) the date specified in the notice to Borrower, by which the default must be cured; and (b) the action required to accelerate the debt held by Lender under this SecuritY instrument (but not prior to acceleration under paragraphs 13 and 17 unless otherwise provided in this SecuritY instrument).

# UNOFFICIAL COPY

## CONDOMINIUM RIDER'S 9 4 3

LOAN #00034768 (0059)

THIS CONDOMINIUM RIDER is made this ..... 26TH ..... day of ..... MARCH ..... 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ..... WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION ..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4572 NORTH MILWAUKEE, CHICAGO, ILLINOIS 60630 ..... [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

PARK CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Document if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

*Robert Kozlowski*  
ROBERT KOZLOWSKI  
(Seal)  
Borrower

*Kathryn R. Clemente*  
KATHRYN R. CLEMENTE  
(Seal)  
Borrower

(Seal)  
Borrower

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

87165648