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Jody S/137688

REC'D - 01-11-2014 - 06
196419 - 01-11-2014 - 06
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COOK COUNTY RECORDED

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 17, 1987. The mortgagor is Steven E. Bilek and Valerie L. Bilek, his wife ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, which is organized and existing under the laws of United States of America, and whose address is 6532 West Cermak Road, Berwyn, Illinois 60402 ("Lender"). Borrower owes Lender the principal sum of FIFTY-SEVEN THOUSAND 00/100***** Dollars (U.S. \$ 57,000.00*****). 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 May 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:

Lot 40 in Austin Boulevard Manor, being a subdivision of part of the east 1/2 of the west 1/2 of the northeast 1/4 of section 32, township 39 north, range 13, east of the third principal meridian lying south of the Chicago, Madison and Northern Railroad, in Cook County Illinois.

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Tax # 16 32 207 016 TT

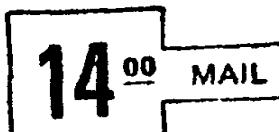
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which has the address of 3327 S. 59th Avenue Cicero
[Street] [City]
Illinois 60650 ("Property Address"); [Zip Code]

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.



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Notary Public

My Commission Expires:

3-22-87

(Seal)

Witness my hand and official seal this day of 1982.

(he, she, they)

..... executed said instrument for the purposes and uses herein set forth.

They have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that before me and in (a) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and in (a) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared, I, STEVEN E. BILJEK and VALENTINE L. BILJEK, his wife, do hereby certify that

COUNTY OF STATE OF Illinois } ss:

FIDELITY F. BERNARD, Notary Public
BERNARD, Notary Public

187-9 Below This Line for Acknowledgment

Borrower
(Seal)

Borrower
(Seal)

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

Other(s) [Specify]

Graduated Payment Rider Planned Unit Development Rider 2-4 Family Rider
 Adjustable Rate Rider Condominium Rider Check Applicable Box(es)]

22. Waiver of Homeestead. Borrower waives all right of homestead exception in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. If any other riders are recorded by Borrower and recorded together with this Security

Instrument without charge to Borrower, Borrower shall pay any recordation costs.
24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument, Lender shall release this Security instrument past due. Any rents collected by the receiver shall be applied first to payment of the costs of management those past due. Any rents collected by the receiver or the receiver's fees, premiums on the property including those past due, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of apponited receiver(s) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender or by judgment of a court of law, or by agreement of the parties, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title defense.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without further demand and may recourse to this Security instrument in full of all sums secured by before the date specified in the notice. Lender to accelerate immediate payment if default is not cured on or before the date of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the notice shall furnish secured by this Security instrument, foreclose by judicial proceeding and sale of the property. The notice shall furnish and (d) that failure to cure the date default or before the date specified in the notice may result in acceleration of the sums and (c) a date, not less than 30 days from the date notice is given to the notice which the default must be cured unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the date, not less than 30 days from the date notice is given to the notice which the default must be cured;

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 created 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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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Agreement prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remedies) before sale of the Property pursuant to any power of sale contained in this Security Agreement; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: Secures this instrument; or (b) fails to pay amounts which then would be due under this Security Instrument. Those conditions are that Borrower: pays: (a) under all sums which then would be due under this Security Instrument and the Note had no acceleration (as defined); (b) expenses of any other conveyance of any agreement (as defined); (c) pays all expenses incurred in enforcing this security interest including, but not limited to attorney's fees; and (d) such section as lender may reasonably require to assure that the lien of this Security Instrument remains unchanged.

19. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Agreement prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remedies) before sale of the Property pursuant to any power of sale contained in this Security Agreement; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: Secures this instrument; or (b) fails to pay amounts which then would be due under this Security Instrument. Those conditions are that Borrower: pays: (a) under all sums which then would be due under this Security Instrument and the Note had no acceleration (as defined); (b) expenses of any other conveyance of any agreement (as defined); (c) pays all expenses incurred in enforcing this security interest including, but not limited to attorney's fees; and (d) such section as lender may reasonably require to assure that the lien of this Security Instrument remains unchanged.

federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one countermarked copy of the Note and of this 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 for a beneficial interest in Borrower is sold or transferred) and Borrower is no longer a party to this instrument, Lender may, at its option, sell or transfer the immediate payment right to the new owner in full or in part.

15. Governing Law; Severability. This Security Instrument shall be governed by, construed and interpreted in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any provision of this Security Instrument that is held to be invalid or unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Security Instrument. The parties hereto agree that the prevailing party in any action or proceeding relating to this Security Instrument shall be entitled to recover attorney's fees and costs from the non-prevailing party. Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Section shall be given by delivering it or by mailing it by first class mail unless less expensive use of another method. The notice shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address Borrower designates by notice to Lender. Any notice provided for in this Section shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Legislation** *Effecting* **Lenders' Rights.** – If a claim or application of applicable laws has the effect of permitting immediate payment of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19, it under exercises this option, Lender shall take the steps specified in the second paragraph of this Note or this Security Instrument in full or in part as Lender sees fit.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and if 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 under the Note by making a direct payment to Borrower. If and as much is required by reducing the principal owed under the Note by making a direct payment to Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note of any sums already collected from Borrower which exceed the maximum permitted payment limit. Any prepayment charges under the Note will be treated as a Note.

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 shall be liable to the terms of this Security Instrument as if he or she were the sole Borrower, but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage; grant and convey instruments secured by this Security Instrument; (b) is not personally obligated to pay the sums secured in the Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without the prior written consent of the other Borrower(s).

10. Due Borrower and Lender and Borrower otherwise agree in writing, any payment or prepayment of principal shall not be a waiver of Borrower's right to preclude the exercise of all rights or remedy by the original Borrower or Borrower's successors in interest. Any borrower may exercise any right or remedy by the original Borrower or Borrower's successors in interest if this Security Interest is terminated by the original Borrower or Borrower's successors in interest for any reason of any demand made by the original Borrower or Borrower's successors in interest.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to restore the same condemnable or damaged, 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.

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.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with such title, possession, rights or interests as the same may be held by Lender, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance ceases or terminates by mutual agreement of the parties.