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Box 207

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#2391 # 10 M-1697-1237867
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 20th, 19.87. The mortgagor is Robert E. Guziec and Sandra L. Guziec, his wife, WESTERN SAVINGS AND LOAN ASSOCIATION ("Borrower"). This Security Instrument is given to under the laws of the state of Illinois, which is organized and existing under the laws of the state of Illinois, and whose address is 850 Milwaukee Ave., Glenview, IL 60025 ("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 May 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 County, Illinois:

LOT THIRTY SEVEN (37) IN BLOCK SIXTY TWO (62) IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE WEST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF NORTH WESTERN ELECTRIFIED RAILROAD COMPANY), IN COOK COUNTY, ILLINOIS.

P.T.N. 13-13-128-015, VOLUME 334

CAO

which has the address of 4448 N. Sacramento
[Street] Chicago
Illinois 60625. ("Property Address"); [City]
(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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44771

Leyburn Hall Notary Public
.....(SEAL)

My Commission Expires: May 33, 1989

Witness my hand and official seal this day of April 1987

..... they executed said instrument for the purposes and uses therein set forth.

I.....the undersigned.....a Notary Public in and for said county and state, do hereby certify that Robert E. R., Robert E. R., and Sandie R., Sandie R., wife before me and is (are) known or proved to me to be the person(s) who being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be, the.....free and voluntary act and deed that

STATE OF _____ COUNTY OF _____
ss: { COOK millions }

[SPEC SHEET FOR THE LINE OF ACCESSORIES]

[Large handwritten signature over the bottom of the page]

Robert E. Guzzie
Borrower
(Seal)

Robert E. Guzzie
Borrower
(Seal)

Sandra L. Guzzie
Borrower
(Seal)

BY SIGNING BELOW, BROTHER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY ADDENDUMS OR EXCERPTS ATTACHED BY BORROWER AND RECORDED WITH IT.

- Adjustable Rate Rider
 - Condominium Rider
 - 2-4 Family Rider
 - Planned Unit Development Rider
 - Graduate Pay Agent Rider
 - Other(s) [Specify]

This document contains security recommendations and guidelines for the configuration of certain standard hardware such as servers, personal computers and network equipment. It is part of this Security Instrumentation (the configurations and guidelines of which cover the entire system) and must be read in conjunction with it.

22. **Wives of Homeowners**, Borrower wives will right of homestead exception in the Property.

23. **Risks to the Security Instruments**, If one or more debtors are executed by Borrower and recorded together with the co-debtors and配偶人, the co-debtors and配偶人 shall be incorporated into each such small amendment and shall amend and

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 reasonable attorney's fees, receiver's fees, premiums on costs of management or collection of rents, including, but not limited to the sums secured by this Security Instrument.

20. **Leases for the possession.** Upon acceptance under paragraph 15 of a bond or memorandum of lease, any party entitled to enter upon, take possession of and manage the property and to collect the rents or appurtenances thereto shall be entitled to enter upon, take possession of and manage the property and to collect the rents or appurtenances thereto.

Leased or rented shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

Secured by this Security Instrument, for exclusive benefit of the holder hereof, the undersigned, do hereby declare, that he will pay to the holder hereof, the sum of \$100, or so much thereof as may be necessary, at the time of maturity, interest thereon, and all other expenses, including attorney's fees, which may be incurred in the collection of this instrument.

unless appellee provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured unless acceleration of the note or other action is taken; and (d) the date on which the acceleration or the sums due will become due.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17).

NON-LINEAR MCGOVERNANTS BOTTROWEET AND LEEDS (1997) further expand on the concept of synergism 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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Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to a natural person without a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person within the meaning of Section 3(a)(42) of the Investment Company Act of 1940, as amended, or if a beneficial interest in Borrower is sold or transferred to a natural person, such natural person shall not be entitled to receive dividends or other distributions from Borrower.

16. Borrower's Copy. Borrower shall be given one conforming 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
note are decedanted to be severable.

which can be given effect without the conflict of provisions. To this end the provisions of this Security instrument and the

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Note

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered by delivery in person or by mailing it to the first class mail address provided for in this Security Instrument or by electronic mail to the e-mail address provided for in this Security Instrument. Any notice to Lender shall be delivered by delivery in person or by mailing it to Lender's address stated herein or by electronic mail to the e-mail address provided for in this Security Instrument.

13. **Legislative Affection Lenders Rights.** If enactment, or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective according to its terms, Lender may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall in ke, i.e. steps specified in the second paragraph 17.

12. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it "interferes with or other loans charged or 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 limits, and (b) any sums already collected from the borrower which exceed the note or by prepayment of charge under the Note.

11. Successors and Assignees; Joint and Several Liability; C-Signers. The successors and assigns of Lender and Borrower, successors and assigns of the co-signers, and other persons who may become liable to the Bank under this Security Instrument shall bind and succeed to the rights and obligations of Lender and Borrower, and shall be jointly and severally liable to the Bank for all amounts due or to become due under this Security Instrument, and shall be subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and severally liable to the Bank for all amounts due or to become due under this Security Instrument, and shall be subject to the provisions of paragraph 17. Borrower's successors and assigns shall be liable to the Bank for all amounts due or to become due under this Security Instrument, and shall be subject to the provisions of paragraph 17.

10. Borrower's Note Releasement; Forgiveness of Note; Waiver. Extension of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Upon demand and payment of the principal and interest accrued in writing, my spouse can demand payment of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to 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 received 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 before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance ceases in accordance with the terms and conditions of the policy.