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COOK COUNTY, ILLINOIS
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 14, 1988. The mortgagor is Casey D. Borkowicz, married to Amanda Borkowicz. This Security Instrument is given to Bank of Hillside, which is organized and existing under the laws of State of Illinois, and whose address is P.O. Box 666, Hillside, IL 60162. ("Lender"). Borrower owes Lender the principal sum of Forty Five Thousand and 00/100 Dollars (U.S. \$ 45,000.00). 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 June 14, 1993. 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 48 IN WESTERN TERRACE ESTATES, BEING A RESUBDIVISION OF SUNDRY LOTS AND BLOCKS IN PROVISO MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



✓ P.I.N. 15-29-105-050-0000

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which has the address of 11029 Terrace Lane, Hillside,
60162 (Street) (City)
Illinois [Zip Code] ("Property Address");

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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BOX 333-CC

STATE OF ILLINOIS		County as:	Cook
..... Gtina M. LAROCO ^{CO}		do hereby certify that	Cassidy D. Botkowicz and Amanda Botkowicz
..... a Notary Public in and for said County and State,	 personally known to me to be the same person (s), whose name (s) Botkowicz subscrbed to the foregoing instrument, appeared before me this day in person, and acknowledged that
..... set forth.	 free and voluntary act, for the uses and purposes herein signed and delivered the said instrument as the <u>14th</u> day of June 19 <u>88</u> .
My Commission expires:		"OFFICIAL SEAL"	NOTARY PUBLIC STATE OF ILLINOIS Gtina M. LAROCO ^{CO} MY COMMISSION EXPIRES 4/7/98 NATIONAL BANK
Given under my hand and official seal, this 14 th day of
NAME		Bank of HILLside	FOR RECORDS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
STREET		Gtina M. LAROCO ^{CO} P.O. Box 666 11029 TERRACE Lane, HILLside, IL HILLside, Illinois 60162	Gtina M. LAROCO ^{CO} P.O. Box 666 11029 TERRACE Lane, HILLside, IL HILLside, Illinois 60162
CITY		L	
COUNTY		I V E R Y	
INSTRUCTIONS		L	

Intellectual property rights in any ride(s) executed by Borrower and recorded with it.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Secured by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Note and shall bear interest at the rate and shall be payable, with interest, upon notice from Securor to Borrower unless Borrower and Lender agree to other terms of payment, these amounts shall be paid to Securor at the date of disbursement at the rate and shall be payable, with interest, upon notice from Securor to Borrower.

COVENANTS AND AGREEMENTS CONTAINED IN THIS SECURITY INSTRUMENT, OR WHEREVER IS LEGAL PROCEEDING THAT MAY SIGNIFICANTLY AFFECT LENDER'S RIGHTS IN THE PROPERTY (SUCH AS A PROCEEDING IN BANKRUPTCY), PROBATE, FOR CONDEMNAITION OR TO ENFORCE LAWS OR REGULATIONS), THEN LENDER MAY DO AND PAY FOR WHATEVER IS NECESSARY TO PROTECT THE PROPERTY AND LENDER'S RIGHTS IN THE PROPERTY. LENDER'S ACTIONS MAY INCLUDE PAYING ANY SUMS INCURRED BY A LENDER WHICH HAS Priority OVER THIS SECURITY INSTRUMENT, APPEARING IN COURT, PAYING REASONABLE ATTORNEY FEES AND ENTITLING ON THE PROPERTY TO MAKE REPAIRS. ALTHOUGH

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 lesseehold and free title shall not merge unless Lender agrees to the merger in writing.

which the Borrower is herein referred to as "Borrower" and the Lender is herein referred to as "Lender".
Unless otherwise agreed 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/or rights
from damage prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security
instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be deducted from each payment of the Property and, if the resolution of repair is economically feasible or Lender's security would be lessened, the insurance premium or the restoration of the property shall be deducted and Lender's security is not lessened. If the restoration of the property demands, it is the responsibility of the repairee to pay sums secured by this Security instrument, whether or not then due. The 30 day period will begin when the property or to settle a claim, then Lender may settle the insurance proceeds. Lender may use the proceeds to repair or replace to settle a claim, or does not answer within 30 days a notice from Lender, then, the insurance carrier has power to abandon the property, 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, then Lender may settle the insurance 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, then Lender may settle the insurance 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, then Lender may settle the insurance 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, then Lender may settle the insurance instrument, whether or not then due, with any excess paid to Borrower.

All insurance policies and renewals shall be acceptable to Lender, and shall include a standard mortgage clause, unless otherwise withheld.

5. **Hazard Insurance.** Borrower shall keep the insurance existing or hereafter erected on the Property of the type and amount required by law, and shall pay all premiums and other charges in connection therewith, and shall furnish to Lender a copy of each policy of insurance at least 10 days prior to the expiration date of such policy.

3. Applications and Amendments. Unions shall apply to law providers otherwise, all payments received by Lenders 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 interests due; and last, to principal due.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Any Funds held by Lender under this Section shall be used to pay sums secured by this Security Instrument.

If the due amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 repaid to Borrower or credited to Borrower on monthly payments of Funds.

requisitions in respect 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 account showing credits and debits to the Funds and debits to the sums secured by this Security instrument.

To determine the amount of premium to be paid on the policy, the insurance company uses actuarial methods of calculating future losses and expenses. These items are called "expected items," "losses due on the policy," or "expenses due on the policy." The expected items include the cost of claims, the cost of handling claims, the cost of maintaining the insurance company, and the cost of doing business.

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 prepayments and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law up to \$10,000 written notice by Lender, Borrower shall pay funds on the day following the day notice is given to Lender.