

# UNOFFICIAL COPY

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## WARRANTY DEED

THIS INDENTURE WITNESSETH the Grantor

JAMES C. WISE and LAURA A. WISE, His Wife

of the Village of Tinley Park, in the County of Cook, and State of Illinois, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, CONVEY AND WARRANT to

STANLEY LOUIS KAWCZYNSKI and LYNN MARIE KAWCZYNSKI

-88-603390

whose address is 15340 Meadow Court, Tinley Park, Illinois 60477

not as tenants in common, but as joint tenants, the following described real estate, to wit:

Lot 337 in Pheasantown Estates Unit #3 being a Subdivision of part of the East half of the Northwest quarter of Section 24, Township 36 North, Range 12, East of the 1<sup>st</sup> Principal Meridian, in Cook County, Illinois

Permanent Index No.: 27-24-108-001

Commonly known as: 16206 South 76th Avenue, Tinley Park, Illinois 60477

situated in the County of Cook, Illinois, hereby releasing and waiving all rights under and virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 5th day of June, 1988.

James C. Wise

James C. Wise

Laura A. Wise

Laura A. Wise

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JAMES C. WISE and LAURA C. WISE, His Wife personally known to me to be the same person whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this date in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and notarial seal this 5th day of June, 1988.

Notary Public

Future taxes to Grantee's Address:

16206 South 76th Avenue  
Tinley Park, Illinois 60477

INSTRUMENT PREPARED BY:

JAMES F. KIRK  
Attorney at Law  
7646 West 159th Street  
Orland Park, Illinois 60462  
Telephone: (312) 429-1580

Return this Document to:

Mr. Edmund Sajewski  
Attorney at Law  
10200 South Cicero  
Oak Lawn, Illinois 60453

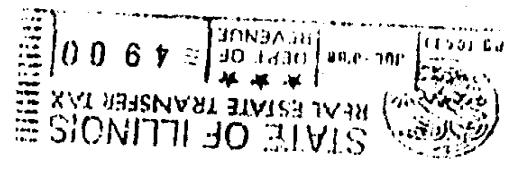
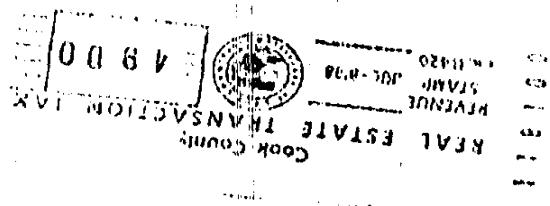


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Property of Cook County Clerk's Office

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UNIFORM COVENANTS, Borrower and Lender agree on the following:

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 secured 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.

\* A CHARGE ASSESSED BY THE LENDER IN CONNECTION WITH THE BORROWER'S ENTERING INTO  
THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE  
SHALL NOT BE A CHARGE FOR THE PURPOSES OF THE PRECEDING SENTENCE.

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18. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have a foreclosure of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable) from the date of a judgment for reinstatement; or (b) entry of a decree purposing to deny power of sale contained in this Security instrument. Those conditions are that Borrower has paid all amounts which he has accrued under this Security instrument, and the Note had no acceleration; (a) pays all sums which he has accrued under this Security instrument and the Note had no acceleration; (b) pays all sums which he has accrued under this Security instrument and the Note had no acceleration; (c) pays all expenses incurred in foreclosing this Security instrument; (d) pays all costs of a suit to recover amounts due him under this Security instrument; (e) pays all attorney fees incurred by him in foreclosing this Security instrument; (f) pays all costs of a suit to recover amounts due him under this Security instrument; (g) pays all costs of a suit to recover amounts due him under this Security instrument; (h) pays all costs of a suit to recover amounts due him under this Security instrument; (i) pays all costs of a suit to recover amounts due him under this Security instrument; (j) pays all costs of a suit to recover amounts due him under this Security instrument; (k) pays all costs of a suit to recover amounts due him under this Security instrument; (l) pays all costs of a suit to recover amounts due him under this Security instrument; (m) pays all costs of a suit to recover amounts due him under this Security instrument; (n) pays all costs of a suit to recover amounts due him under this Security instrument; (o) pays all costs of a suit to recover amounts due him under this Security instrument; (p) pays all costs of a suit to recover amounts due him under this Security instrument; (q) pays all costs of a suit to recover amounts due him under this Security instrument; (r) pays all costs of a suit to recover amounts due him under this Security instrument; (s) pays all costs of a suit to recover amounts due him under this Security instrument; (t) pays all costs of a suit to recover amounts due him under this Security instrument; (u) pays all costs of a suit to recover amounts due him under this Security instrument; (v) pays all costs of a suit to recover amounts due him under this Security instrument; (w) pays all costs of a suit to recover amounts due him under this Security instrument; (x) pays all costs of a suit to recover amounts due him under this Security instrument; (y) pays all costs of a suit to recover amounts due him under this Security instrument; (z) pays all costs of a suit to recover amounts due him under this Security instrument.

If Federal law as of the date of this Security Master Agreement, or any state or local law, permits earlier exercise of this option, Lender shall have the right to exercise this option prior to the expiration of the period specified above.

16. **Borrower's Copy.** Borrower shall be given one copy of this Note and of this Security Interest.

**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 of this Security Instrument violates any applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict.

partially prepayable without any prepayment charge under the Note.

12. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and limit 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 limits; and (b) any sums already collected from the borrower which exceeded the limits will be refunded to the 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 if

11. Successors and Assigns: Joint and Several Liability; Co-Signers. The co-contractors and agreeesents of this Security instrument shall bind and be liable to the successors and assigees of Lender and Borrower, subject to the provisions of paragraph 7, Borrower's co-contractors shall be liable to pay all amounts due under this Security instrument only to mortgagee. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signatory to this Security instrument only to mortgagee; (b) is not personally obligated to pay all amounts due under this Security instrument; (c) agrees that Lender and any other Borrower may agree to extend, renew or modify this Security instrument; (d) agrees that Lender and any other Borrower may agree to extend, renew or modify this Security instrument.

Unlessas 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's failure to Release, Redearance By Lender Not a Waiver. Extension of the time for payment or modification of any instrument of the sums secured by this Security Instrument granted by Lender to any successor in title or of Borrower shall not be deemed to constitute a waiver of the liability of Borrower or of the original Borrower or of any other person liable to Lender under this Security Instrument for any sum due thereon.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower fails to restore it to Borrower within 30 days after the date the condominium offers to make an award or settle a claim for damages, Borrower shall be liable to Lender for the cost of repair of the Property or to collect and apply the proceeds, at its option, either to restoration or to repair of the Property or to settle a claim for damages, Borrower failing to do so 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 to repair of the Property or to settle a claim for damages, Borrower failing to do so within 30 days after the date the notice is given.

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 otherwise agreed in writing, the total amount of the sums secured by this Security instrument shall be applied to Borrower and Lender, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be held by the trustee for the taking, the amount of which shall be applied to the following ratios: (a) the total amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following ratios:

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the re-requirement for insurance terminates, except as otherwise provided in this section.

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RIDER TO BALLOON MORTGAGE 3 3 3 4

THIS RIDER is made this 23RD day of JUNE, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Balloon Note (the "Note") of the same date to CHASE HOME MORTGAGE CORPORATION (the "Lender") and covering the property described in the Security Instrument and located at:

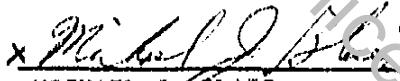
1401 SOUTH MANDEN AVENUE, WESTCHESTER, ILLINOIS 60153

[Property Address]

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

1. This is a Balloon Mortgage. The loan ("Loan") which this Balloon Mortgage secures will not be fully repaid by the regular monthly payments due under the Balloon Note. A final payment, significantly larger than the regular monthly payments, must be made at maturity. The amount of that payment will be the principal balance then due, together with any accrued interest and costs.
2. Under the terms of this Balloon Mortgage the Lender does not have any obligation either expressed or implied, to refinance the amount due at maturity.
3. If the Lender, in its sole discretion, decides to refinance the Loan at maturity, the Borrower will have to pay the interest rate and other cost and fees charged by the Lender at such time.
4. The Lender will consider an application to refinance the amount due at maturity, but such an application will be treated like other new loan applications. Any application to refinance the Loan must be submitted not earlier than one hundred fifty (150) days prior to maturity nor later than ninety (90) days prior to maturity. The written application must be on the forms then required by the Lender and the Borrower must execute such other documents as the Lender then requires to process and underwrite the loan application.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants contained in this Rider to Balloon Mortgage.

  
MICHAEL J. BLAIS [SEAL]  
 Borrower

\_\_\_\_\_  
 [SEAL]  
 Borrower

\_\_\_\_\_  
 [SEAL]  
 Borrower

Product Development  
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de la recherche et de l'enseignement. Au début des années 1970, le Québec a été le seul état à établir une telle amende pour la recherche.

*of*

book

County

A large, semi-transparent watermark is angled diagonally across the page. The text "Property of Cook County Clerk's Office" is written in a bold, serif font. The letters are slightly faded, giving it a watermark-like appearance.