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MORTGAGE

2990010593

THIS MORTGAGE ("Security Instrument") is given on JULY 18
1988 The mortgagor is PETER J. TURZA AND NANNETTE M. TURZA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to PATHWAY FINANCIAL

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is
4749 LINCOLN MAIL DRIVE
MATTESON, ILLINOIS 60443 ("Lender").

Borrower owes Lender the principal sum of
ONE HUNDRED TEN THOUSAND AND NO/100

Dollars (U.S. \$ 110,000.00). 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 AUGUST 1, 2018 . 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 37 IN BLOCK 1 IN HOFFMAN HILLS UNIT NUMBER 4 SUBDIVISION OF PART
OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REC'D-01 RECORDING \$15.00
7#1111 TRAN 9521 07/20/88 13:34:00
#5624 # A * 813 - 88320051
COOK COUNTY RECORDER

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07-17-207-025

which has the address of 1348 CANDLEWOOD LANE
(Street) HOFFMAN ESTATES
Illinois 60194 ("Property Address");
(Zip Code) P.J.T. M.M.T. (City)

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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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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over his 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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or instrument of application.

8. Inspection. Lender or its agent may make reasonable entries upon and inspect any property. Lender shall give Borrower notice at the time of or prior to an inspection specifying the 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 conversion of the property, divided by (b) the fair market value of the property immediately before the taking, shall be paid to Borrower and Lender in proportion to their interest in the property.

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, either to restoration or repair of the property or to the sums secured by this Security Instrument, whether or not them due.

10. Borrower. Notwithstanding the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, unless Lender and Borrower agree in writing, any application of proceeds to principal shall not exceed or modify the due date of the monthly payments shall be paid to Lender Note & Warter.

11. Successors and Assigns. All rights and severability; Co-Signer. The covenants and agreements of this Security Instrument shall be joint and several among Lender and Borrower, subject to the provisions of paragraphs 17, Borrower's co-contractors and debtors shall be joint and several with Lender and Borrower, who co-sign this Security Instrument.

12. Loan Charge. 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 merger loan charges collected or to be collected in connection with the loan exceeded the permitted limits, then (a) any such loan charge shall be reduced by the amount of charges, and (b) any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mail to Lender's address stated in full of all sums secured by this Security Instrument.

13. Legislation Affecting Lender's Rights. If enacted steps specified in the second paragraph of paragraph 17, Lender may make a direct payment to Borrower. If a law and reduces principal owed under the Note or by making a direct payment to Borrower, Lender may, (a) to make this charge from Borrower which is necessary to reduce the charge to the permitted limits; and (b) any such loan charge shall be reduced by the amount of principal which is necessary to reduce the charge to the permitted limits, in each case to Lender under the Note.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given to Lender when given as provided for in this class mail to Lender's address stated in full of all sums secured by Lender's debts to Borrower. Any notice to Borrower by first class mail to Lender's address or any other address by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Note contract in which the Property is located. In the event that any provision or clause of this Security Instrument is not a natural merger in its sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural merger), Lender may, at its option, require immediate payment of any property or any other exercise of any right to Lender.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which can be given one conformable copy of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any interest in it is sold or transferred, Lender may, at its option, require immediate payment of any property or any other exercise of any right to Lender.

18. Borrower's Right to Remainder. If Borrower makes certain conditions before sale of the property as remedied in this Security Instrument, Lender shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration of any sums secured by any general law as of the date of this Security Instrument.

19. Lender's Right to Pay. If Lender fails to pay these sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to remit any sums secured hereby in the case of acceleration under paragraphs 13 or 17.

