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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 27 19 89 The more agor is RICHARD S. KOZAK and MARY A. KOZAK, his wife

("Borrower"). This (see arity Instrument is given to HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK

, and whose address is which is organized and existing under the laws of the United States of America

255 East Lake Street, Bloomingdale, Illinois 60108 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY AND

NO/100----- Dollars (U.S. \$ 170,250.00). 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 December 1, 2019 This Security Instrument secures to Lender: (a) the repayment of the dest withenced 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 Borrewer'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: CC

Lot 87 in Circle Bay Subdivision, being a subdivision in the South West 1/4 of the South West 1/4 of Section 32, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. C/O/A/S O/K/C

Permanent Index Number:

08-32-326-033

which has the address of

1253 Biscayne [Street]

Elk Groye, Village

Illinois

60007 [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.

NOVECAL ORAL COST NAVEY Borrower and Lender further coverant and agree as follows:

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 foreclose this security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or mon offt gnibogoorg ganeologio) oft ni trozza ot tigit offt bna anitarologoa rottes etter ot tigit oft to roworiof miolni secured by this Security, Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further mer the failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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 applicable law provides otherwise). The notice shall specify: (a) the default: (b) the action required to cure the To bus & engreement of the second of the sec .9. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property meluding those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appoi red receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of between to the expectation of any period of redemption following judicialites Leander (in person, by again or by 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.

[(29)xod əldasılqqa xəəflə] Anəmunieni Changes stul to fred a general agreements the instrument as it the closest space a page to general description this Security has rument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Ridace to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

XX Planned Unit Development Rider Graduated Payment Rider 1-4 Family Rider Condominium Rider Acquistant Pate Rider

Other(s) [specify]

BY SIGNING BELOW, Boreaver accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed as Boreawer and recorded with it.

	his Line For Acknow Green!)		
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(less)	7		
-Borrower			
(JeoS)			
(InoR)	Mary A. Kozak, hishwife		
19401103-	Richard S. Kozak		
(Jeas)	Just Will by		

County ss:

the undersigned

a Notary Public in and for sunty and state,

RICHARD S. KOZAK and MARY A. KOZAK, his wife do hereby certify that

are , personally known to me to be the same person(s) whose nather to

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

free and voluntary act, for the uses and purposes therein chetr sg momurismi bigs off bereived and defivered the said instrument as

SIMILIA BLANCE,

dinol 198

68 61

73.

November

Notery Public

to yab 4772 Given under my hand and official seal, this

My Commission expires:

Alberta O. Dahlgren This document prepared by:

Bloomingdale, Illinois 255 East Lake Struct HONZEHOLB BANK (ab, V LEDERVP SVAINGS BVNK Record and return to:

 $C \in \mathbb{N} \setminus \mathcal{A}$ NOTARY PUBLIC, STATE C VONAN OFF

UNIFORM COVENAND Berlow'r ind Lendencove in a Bagge and U.S. T. 6

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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 Poynants. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applicablified 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 Lev. which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure? by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any par' 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 everage" 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, For ower 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 incomme 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 assurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-dispersion 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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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. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument. Those conditions are that Borrower (a) pays all cancer all sums which then would be due under this Security Instrument. Those conditions are that Borrower (a) pays all caperas incurred in enforcing this Security Instrument and the Note had no acceleration Security Instrument. Those conditions are that Borrower (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 obligation to pay the source 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 and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, 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 I 3 or 17 occurred.

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. It 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Selucity Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal liw 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 Sote 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 I is trument or the Note

14. Sotices. Any notice to Borrower provided for in this Security Instructor shall be given by delivering it or provided for in this Security Instrument shall be derected to have been given to Borrower of Borrower. Any motice to Lender, Any ponce to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by motice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by motice to Borrower. Any motice to the first class mail to Lender's address stated herein or any other address Lender of Borrower. Any motice to borrower of the provided in this Security Instrument shall be deemed to have been given to Borrower of Londer when given as provided in this paragraph.

tendering any provision of the Note or this Security Instrument unenfor eable 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.

partial prepayment without any prepayment charge under the Mote.

13. Legislation Affecting Lender's Rights. If enactmen o expiration of applicable laws has the effect of applicable laws has the effect of applicable laws has the officer of the options.

charges, and that law is finally interpreted so that she interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (see (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (a) any sums already collected from Borrower which exceeded permitted limits will be reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund teduces principal, the reduction will be treated as a maker the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a mater the Note or by making a direct payment charge under the Note.

that Borrower's consent.

12. Loun Charges. If the loan secured by 'P. is Security Instrument is subject to a law which sets maximum loan about the content of the content

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 only to mortgage, grant and convey that Borrower's interest in the Property index the terms of this Security Instrument; (b) is not personally obligated to pay the saums secured by this Security Instrument; and convey the saums 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

11. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of

shall not be a waiver of or preclude the exercise of any right of the original Borrower or Borrower of for commence proceedings against any interest of ender in exercising any right of remedy payment or otherwise months amonited in enders of any demand made Lender shall not be right of commence proceedings against any successor in interest or refuse to commence proceedings against any successor in interest or refuse to commence proceedings against any successor in interest. Successor in interest, of Borrower's successor in interest.

The original Borrower of reliance to release the hability of the original Borrower of Borrower's successor in interest. In the original Borrower of Borrower of any successor in interest.

posipone the due of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Bortower Not Refeased, Forbearance By Lender Not a Waiver. Extension of the time for payments or

La the sums secured by this Security Instrument, whether or not then due.

If the Property is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is make an award or settle a claim for damages, Borrower fails to respond to Eucloria of the notice is

paid to Borrower and Lender otherwise agree in virting, 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 proceeds the taking Any balance shall be sometimediately before the taking.

pusicumunt whether of not then due, with any excess paid to Borrower, in the event of a partial taking of the Property. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other faking of any part of the Property, or for conseyance in lieu of condemnation, are hereby

spall give Borrower nolice at the time of or prior to an inspection specifying reasonable cause for the inspection 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of November . 1989 , and

HOUSEHOLD BANK 18b			(the "Lender")
of the same date and covering the Property descri	bed in the Security Instri	ument and located at:	
1253 BISCAYNE		ELK GROVE VILLAGE, IL	60007
The Property includes, but is not limited to, a parce areas and facilities, as described in <u>Covenant</u>	•	a dwelling, together with other such parcels	
(the "Declaration"). The Property is a part of a pla	le Bay Homeowne	rs Association	
(the "PUD"). The Property also includes Borrower's areas and facilities of the P'''D (the "Owners Associated Covernation to the cocovenant and agree as followr.	ciation") and the uses, b	ners association or equivalent entity owning enefits and proceeds of Borrower's interest.	
A. PUD Obligation s. Borrower shall per "Constituent Documents" are the (i) Declaration; (ii) Owner's Association; and (iii) any by a v. or other all dues and assessments imposed pursuant to the) articles of incorporation rules or regulations of the	n, trust instrument or any equivalent document ne Owners Association. Borrower shall prom	nt which creates the
of the yearly premium installments for haza	which is satisfactory to Lear, ficiuding fire and hazer Uniform Covenant 2 found in surance on the Proposers 5 to maintain haverage is provided by the my lapse in required hazers proceeds in found for the payable to Eorroy or	ender and which provides insurance coverage and sincluded within the term "extended cover the monthly payment to Lender of one-two perty; and azard insurance coverage on the Property is the Owners Association policy. and insurance coverage provided by the mass estoration or repair following a loss to the Pare hereby assigned and shall be paid to L.	e in the amounts, for erage", then: elfth (1/12th) deemed ster or blanket policy, roperty or to
C. Public Liability Insurance. Borrow association maintains a public liability insurance poli-			Owners
D. Condemnation. The proceeds of any onnection with any condemnation or other taking o onveyance in lieu of condemnation, are hereby assi ecured by the Security Instrument as provided in U	f all or any part of the Figned and shall be paid	Property c. the common areas of the facilities	s of the PUD, or for any
**	to: PUD, except for abandon	ment or termination required by law in the c	
(iii) termination of professional management	*Constituent Documents and assumption of self-	" if the provision is for the express benefit of	
ssociation unacceptable to Lender.		75	
F. Remedies. If Borrower does not p sbursed by Lender under this paragraph F shall be ender agree to other terms of payment, these amou e payable, with interest, upon notice from Lender to	come additional debt of ints shall bear interest fr	om the date of disbursement at the Note rat	t. Unless Borrower and
Y SIGNING BELOW, Borrower accepts and agrees	to the terms and provisi	ons contained in this PUD Rider.	ġ.
RICHARD S. KOZAK	(Seal)		(Seal)
Mary a. Kozek	Bonower		Sorrower
MADY A MICH	(Seal)		(Seal)
MIAHY A. KUZAK	Borrower		Borrower

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Bart 163 Cook County Clerk's Office