

# UNOFFICIAL COPY

LOAN # 2-000597-2

83056569

② 304741

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FIDELITY FEDERAL SAVINGS BANK formerly known as Fidelity Federal Savings & Loan Assoc.  
**MORTGAGE**

89056569

THIS MORTGAGE ("Security Instrument") is given on JANUARY 27 1989

19..... The mortgagor is Anthony R. Krzysko and Marie P. Krzysko his wife,

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

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO....., which is organized and existing under the laws of the United States of America....., and whose address is .....

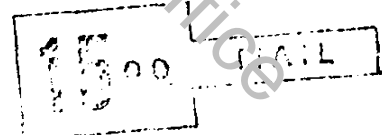
5455 West Belmont Avenue Chicago, Illinois 60641..... ("Lender").

Borrower owes Lender the principal sum of NINETY FOUR THOUSAND FIVE HUNDRED & 00/100 Dollars (U.S. \$ 94,500.00.....). 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 FEBRUARY 1 2019..... 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 .....

LOT 86 IN FAIR MEADOWS PLANNED UNIT DEVELOPMENT PLAT OF SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15.05  
18444 TRIM 5743 01/02/89 15.17.00  
#374 # D \* - 09 - 056569  
COOK COUNTY RECORDER

Permanent Tax Index No: 02-01-102-012-0000



which has the address of 2096 Old Hicks Road..... Palatine.....  
(Street) (City)  
Illinois 60074..... ("Property Address");  
(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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Notary Public

(SEAL) Notary Public

19 84

Notary Public in and for said county and state, do hereby certify that... the contents of the foregoing instrument, personally appeared... tree and voluntary act and deed and that

Property of Cook County Clerk's Office

Antoni P. Kazyško (Seal) BORROWER
BORROWER (Seal) BORROWER
[Space Below This Line for Acknowledgment]

19. Acceleration; Remedies; Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument... 20. Lender in Possession... 21. Release... 22. Waiver of Homestead... 23. Riders to this Security Instrument...

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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 are due under the Note; (b) yearly hazard insurance premiums; and (c) 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 attach prior to the 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 of the obligation of the lien 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 attach prior to the 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. 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 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 premiums required to maintain the insurance in effect until such time as the required 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 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, destruction or consequential damage, or any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, 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 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 by this Instrument, 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 condition shall make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of notice given, Lender is authorized to collect and apply the proceeds, at its option, either to the sums secured by this Instrument 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of any payment.

**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 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 accept payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any default by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and obligations 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 as a mortgagee, guarantor or assignee of the sums secured by 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 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 limits on loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced, if necessary, to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount 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 any applicable law or the rendering any provision of the Note or this Security Instrument unenforceable, or if any applicable law may require immediate payment in full of all sums secured by this Security Instrument, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, if permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps provided in the Note and paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or mailing it by first class mail unless applicable law requires use of another method. The notice shall be addressed 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. Notices provided for in this Security Instrument shall be deemed to have been given to Borrower if Lender has taken the steps provided in this paragraph.

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

**16. Borrower's Copy.** Borrower shall be given one confirmed 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 the person) without Lender's prior written consent, Lender may, at its option, require immediate payment of the sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised as permitted 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 be given by delivery or mailing it by first class mail to the Property Address or any other address Borrower designates by notice to Lender, within which Borrower must pay the sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may exercise the 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 may cause the enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 7 days after such other applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale under this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. The conditions are: (a) Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note and any sums which then would be due under any other covenants or agreements; (c) pays all expenses incurred in the enforcement of this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such actions 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 of 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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# UNOFFICIAL COPY PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TWENTY-SEVENTH day of JANUARY, 19 89  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the  
"Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to .....  
..... (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:  
2096 Old Hicks Road Palatine Illinois 60074  
.....  
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and  
certain common areas and facilities, as described in .....  
FAIR MEADOWS PLANNED UNIT DEVELOPMENT  
.....

(the "Declaration"). The Property is a part of a planned unit development known as .....  
FAIR MEADOWS PLANNED UNIT DEVELOPMENT  
.....  
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or  
managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of  
Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and  
Lender further covenant and agree as follows:

**A. PUD Collections.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent  
Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any  
equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners  
Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent  
Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a  
"master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage  
in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term  
"extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of  
the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is  
deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master  
or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the  
Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be  
paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to  
Borrower.

**C. Public Liability Insurance.** Borrower shall take such action as may be reasonable to insure that the Owners  
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in  
connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the  
PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall  
be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written  
consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the  
case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

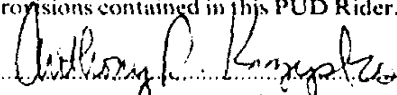
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit  
of Lender;

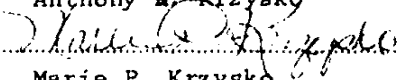
(iii) termination of professional management and assumption of self-management of the Owners Association;  
or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by  
the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any  
amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

  
..... (Seal)  
Borrower  
Anthony P. Krzyzsko

  
..... (Seal)  
Borrower  
Marie P. Krzyzsko

..... (Seal)  
BORROWER

..... (Seal)  
BORROWER

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