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

MORTGAGE

JANUARY 20 1989

THIS MORTGAGE ("Security Instrument") is given on **Joser Zak and Helena Bonk his wife,**
 19..... The mortgagor is ("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 EIGHTY THREE THOUSAND THREE HUNDRED &
 00/100 Dollars (U.S. \$..... 83,300.00.....). 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 JANUARY 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 Cook..... County, Illinois:

Parcel I:
 Lot 24 (except the West 30 feet clear of roof) in Block 2 Javaras and Johnson's
 Westfield Manor, a Subdivision of the East 1/2 of the Northeast 1/4 of the
 Northwest 1/4 of Section 29, Township 40 North, Range 13, East of the Third
 Principal Meridian.

Parcel II:
 Lot 25 in Block 2 in Javaras and Johnson's Westfield Manor, a Subdivision of the
 East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 40
 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

89102613
Cook County Clerk's Office
092009

Permanent Tax Index No: 13-29-107-039-0000
 13-29-107-040-0000

which has the address of 6055 W. Fletcher Chicago.....
 [Street] (City)
 Illinois ...60634..... ("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 seized 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

(SÉAL)

Walter A. Treado
WALTER A. TREADO
ORAL SURGERY
DEPARTMENT OF ORAL SURGERY
UNIVERSITY OF TORONTO
TORONTO, ONTARIO, CANADA
N4A 5E2
TELEPHONE 416-978-2222
FAX 416-978-2222
E-MAIL WAT@UTORONTO.CA

My Commission Expires:

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P 405

2024 RELEASE UNDER E.O. 14176
2024 RELEASE UNDER E.O. 14176
2024 RELEASE UNDER E.O. 14176
2024 RELEASE UNDER E.O. 14176

1. **Joecef Záka and Hélène Bonk Záka, wife,** a Notary Public in and for said County and State, do hereby certify that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instruments, have executed said instrument to be **H.C.R.** free and voluntary act and deed of the persons herein set forth (this, her, thence)

Hickie A

MAIL TO: **EDDILTY FEDERAL SAVINGS BANK**
5455 W. BELMONT AVENUE
CHICAGO, IL 60641
(312) 736-3000
Attn: John Taylor
STATE OF **ILLINOIS**
COUNTY OF **Cook**
SS: {

DEPT-01 DEPT-01 146333 TRAIN 4986 02/08/89 15:40:00
\$16.00 456333+C*-89-102613 QDQH COUNTY RECORDER

87980168

LOAN # 2-000575-8

Josef Zek BORROWER (Seal) (Seal) (Seal)
Helen Bonk Zek BORROWER (Seal) (Seal) (Seal)
[Space Below This Line for Acknowledgment] _____
—Borrower —Borrower

BY SIGNING BELOW, YOU AGREE TO ACCEPT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY OTHER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Graduated Payment Rider Planned Unit Development Rider Other(s) [specify] _____

20. Lender in Possession. Upon acceleration of redemption period of following judgment prior to the expiration of any period of redemption, Lender shall be entitled to enter upon, take possession of and manage the Property and to collect rents or other property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management fees, premiums on bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

21. Release. Upon payment of all sums accrued by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Rights to this Security Instrument. If one or more fiduciaries are executed by Borrower and recorded together with this Security instrument, the co-tenants and agreements of each such fiduciary shall be incorporated into and shall amend and supplement the instruments and agreements of this Security instrument as if the fiduciary(ies) were a part of this Security instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate and accelerate after acceleration and the right to foreclose proceeding the non-existent date specified in the notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including attorney's fees.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant 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. 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.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforceable law of this Security Instrument dicontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any Power of Sale contained in this Security Instrument or (b) entry of a judgment enforecible in this Security Instrument. Those conditions are contained in this (a) part: (i) Lender all sums which Lender would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any deficiency of any overpayments or expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably take to restore the value of the property to its original condition.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall specify the date when payment of all sums secured by this instrument becomes due without notice of demand or Borrower's right to cure.

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 to a beneficial interest in Borrower, the transfer is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, at its option, requires 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 general 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 Security Instrument.

15. **Covering Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which each is located. In the event that any provision of clause 15.1 is held invalid or unenforceable, such provision shall not affect other provisions of this Security Instrument. To the extent that any provision of this Security Instrument is held invalid or unenforceable, it will be severed from the rest of this Security Instrument and the remaining provisions will remain in full force and effect.

14. **Notices.** Any notice to Bottower shall be given in writing and shall be deemed to have been given when given as provided in this paragraph.

13. **Legislation** An Act concerning **Lender's Rights**, if enacted, would provide an application of this Note to Lender's rights.

shall not be liable for any right or remedy, which may be available to such cause of action.

make an award or settle a claim for damages. Borrower fails to respond to Lender's notice within 30 days after the date given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to sue sums secured by this instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to pay to Borrower:

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument and then to the Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with the terms and conditions of this policy.

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ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index — Rate Caps)

20

JANUARY

89

THIS ADJUSTABLE RATE RIDER is made this day of 19, 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 Adjustable Rate Note (the "Note") to **FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, 5455 West Belmont Avenue, Chicago, Illinois 60641** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..... 6055 W. Fletcher Chicago Illinois 60634
(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.50 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY , 19, and on that day every 36..... th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of Three..... years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO..AND..ONE-HALF..... percentage points (..... 2.500.... %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limitations on Interest rate Changes

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than TWO... percentage points (..... 2.000) from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of FIVE..... percentage points (..... 5.000) prior to the maturity date. The interest rate charged by the Lender cannot fall below percentage points.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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LOAN # 2-000575-8

Property of Cook County Clerk's Office

Helena Bonk Zatk
Borrower
(Seal)
Joseph Zatk
Borrower
(Seal)

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferor to keep all the promises and agreements made in the Note and in this Security instrument. Lender will continue to be obligated under the Note and this Security instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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 the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

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