

## UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
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1989 APR 17 PM 1:08

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## MORTGAGE

APRIL 12TH

14 00

19 89 THIS MORTGAGE ("Security Instrument") is given on  
The mortgagor is GARY W. SATKO AND RAMONA D. SATKO, HIS WIFELAND OF LINCOLN SAVINGS & LOAN ("Borrower"). This Security Instrument is given to  
under the laws of THE STATE OF ILLINOIS, and whose address is  
1400 NORTH CANNON DRIVE, HOFFMAN ESTATES, ILLINOIS 60196 ("Lender").  
Borrower owes Lender the principal sum of TWO HUNDRED THIRTY-FIVE THOUSAND AND 00/100Dollars (U.S. \$ 235,000.00). 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 MAY 1ST, 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:

LOT 10 IN BLOCK 2 IN HODGE'S AND MURISON'S SUBDIVISION OF PART OF THE  
SOUTH 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.89167420  
025-L076809-26-102-020  
which has the address ofIllinois 414 MEACHAM ("Property Address");  
Zip Code 60068

(Street)

(City)  
PARK RIDGETOGETHER 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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HOPFNER, ESTATES, ILLINOIS 60196  
(Address)

1400 NORTH GRANDEEN DRIVE

MURKIN, ILLINOIS 60196  
(Name)

This instrument was prepared by:

Notary Public

NOTARY PUBLIC, STATE OF ILLINOIS  
Admission Expires 12/23/91

Joseph A LaZara

My Commission EXPIRES

Given under my hand and official seal, this 14 day of April, 1997.

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

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

personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that GARY W. SAKO AND RAMONA D. SAKO, HIS WIFE

, a Notary Public in and for said county and state,

1. THE UNDERSIGNED

STATE OF ILLINOIS, C. O. O.

County of

—Borrower  
(Seal)

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UNIFORM COVENANT. Borrower and Lender consent to all agreements:

00529768

**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 Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable) for remonstrations), before sale of this Security instrument to any power of sale contained in this Security instrument, or (b) entry of a judgment for remonstrations) before sale of the property pursuant to any power of sale contained in this Security instrument. Those conditions are: (a) 5 days (or such other period as applicable) for remonstrations), before sale of this Security instrument to the earlier of: (a) 5 days (or such other period as applicable) for remonstrations), before sale of this Security instrument to any power of sale contained in this Security instrument, or (b) entry of a judgment for remonstrations), before sale of the property pursuant to any power of sale contained in this Security instrument. Those conditions are:

If Lennder exercises this option, Lennder shall give Borrower notice of acceleration. The notice shall provide a period of no 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. If Borrower fails to pay these sums prior to the expiration of this period, Lennder may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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) to any person (whether or not a natural person) without the prior written consent of Lender, this option shall not be exercised by Lender if exercise is prohibited by Section 2694(b) of the California Instruments Act.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument shall be severable.

**15. Governing Law; Severability.** This Security Instrument shall be governed by California law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is determined to be ineffective or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by paragraph 17.

12. **Loan Charges.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it's intent or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) Any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) Any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed

the sums secured by this security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without further consent.

11. Successors and Assignees Bound; Joint and Several Liability; Co-Defenders. The convenants and agreements of this Security Instrument shall bind all successors and assigns of Lender and Borrower, jointly and severally, to pay the debts and obligations hereunder.

shall not be delivered for pre-legal purposes except in cases of any threat or remedy by the original Borrower or its successors in interest. Any loan balance by lender in reason of any demand made payable otherwise than by instrumentality of payment.

to the sums secured by this security instrument, whether or not then due.  
Unless I ender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or  
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.  
10. Borrower Not Responsible; Forgiveness By Lender Note & Waiver. Extension of the time for payment or  
modification of any provision of this sum secured by this Security instrument granted by Lender to any successor in  
title.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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, at its option, either to restoration or repair of the Property or paid 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, whether or not then held by 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, whether or not then held by Borrower, shall be applied to the fair market value of the Property immediately before the taking. Any balance shall be held in trust 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.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. Lender shall require mortgagor to make a condition as a condition of making the loan excepted by terms security instruments.

12. Borrower shall pay the premiums required to maintain the insurance until time as the requirement for the insurance terminates.