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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE

275544-1

THIS MORTGAGE ("Security instrument") is given on **JULY 9**
1990 The mortgagor is **STANLEY J. JAZWINSKI, BACHELOR**

15.00

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634**. Borrower owes Lender the principal sum of **SIXTY NINE THOUSAND AND NO/100** ("Lender").

Dollars (U.S. \$ **69,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **AUGUST 1, 2020**. 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 5 IN BLOCK 2 IN MOON LAKE TRAILS UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1978 AS DOCUMENT 24440889 IN COOK COUNTY, ILLINOIS.

07-08-304-019-0000

PROOF OF RECORD
Clerk's Office
90333917

which has the address of **1900 CRESCENT LANE**
[Street]

HOFFMAN ESTATES,
[City]

Illinois **60194** [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.

ILLINOIS -- Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

(W.M. - 6FHL)

VMP MORTGAGE FORMS • 13131203 IL100 • 18001621 7291

Form 3014 12/83

Amended 6/87

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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 requirement for the 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. Lender 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, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 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 Security 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 immediately before the taking, 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property 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 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's Release; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum secured by this Security Instrument granted by Lender to any successor in 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 extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of 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 extend, 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 maximum loan charges, and that law is finally interpreted so that the interest 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 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 applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed 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. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law 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 Note 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 Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed 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 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.

If Lender exercises this option, 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 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, Lender may invoke any 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 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 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 enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (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 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 by Borrower, 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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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this instrument and shall bear interest at the same rate as the original debt due to Lender.

and the two main ones have been used to make up the new figures. The new figures are given in the following table:

6. Preservative and Antimicrobial Properties of **Lantana**: Florrower shall not destroy, damage or subvert any part of the Property. Florrower shall not use any part of the Property for any illegal purpose. Florrower shall not damage or subvert any part of the Property.

Understand and Borrower otherwise agree to pay insurance premiums shall be applied to restoration of report if the preparation damaged, if the restoration of report is economic feasible and Lender's security is not lessened, if the restoration or repair is not economically feasible and Lender's security is not lessened, if the preparation or repair is not economically feasible and Lender's security is not lessened, whether or not lessened, if the preparation or repair is not economically feasible and Lender's security is not lessened, whether or not lessened, when the note is due.

All insurance policies will be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renews them at Lender's expense. If Lender receives notices of paid premiums and renewals, Lender may make proof of loss if not made promptly by Borrower.

5. **Hazarded Insurance**. Borrower shall keep the Impairment insurance now existing or hereafter executed on the Property against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance to protect his interest. The insurance shall be maintained in the amounts and for the periods set forth in the policy or policies issued by the company or companies named in the policy or policies. The insurance shall be carried by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly acknowledge any lien which has priority over this Security Instrument unless Borrower: (ii) agrees in writing to the payment of the debt, or (iii) is succeeded by the lien in a manner acceptable to Lender; (b) consents in writing to the substitution of the security instrument of the obligor(s) in whole or in part, or (c) consents in writing to the transfer of the security instrument of the obligor(s) to another person.

4. Charges: Item, to whom it is payable under paragraph 2; routes, to meter reader, to insurance, and so on, to principal due.

3. **Application of Payments.** Unless otherwise provided otherwise, all payments received by Lender under

any Funds held by Lender. If under the sale of the Property is sold or acquired by Lender, any Funds held by Lender shall apply, no later than the date of acquisition by Lender, to the sums received by this Secuity Instrument, and such amounts shall be paid to Borrower prior to the date of application as a credit against the sums received by this Secuity Instrument.

11. The amount of time needed by leaders is not sufficient to pay the necessary attention to the needs of their followers.

If the due amount of the Funds held by the Fundee, 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 Borrower's option, either completely repaid to Borrower or credited to Borrower on monthly payments of Funds to be made monthly by the Funds held by the Fundee, if the escrow items when due, do not differ from those set forth in the Agreement.

The Funds shall be used for the payment of the expenses of the Fund, including the costs of administration, audit, and accounting, and the expenses of the Fund's management, including the remuneration of the Fund manager, the remuneration of the Fund's auditors, and the remuneration of the Fund's accountants.

of a registered corporation with both names appearing on its seal and signature block, and the name of the service shall not be changed for purposes of the preceding sentence. Borrower and Lender may agree in writing to amend this provision

The Funds shall be held in an institution the depositories or accountants of which are insured 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 funds and applying the Funds, and Lender shall not collect or receive compensation for its services. Lender shall not charge for holding funds and applying the Funds, and Lender shall not collect or receive compensation for its services.

insurance premiums, if any. These items are called "recreow terms." Lender may estimate the funds due on the basis of current data and reasonable estimates of future growth items.