Wastehaster, Hitnory 60154-439;

W.(0) 1.7.11



2121 S. MANROLD & 1.0 WEST CHESTER, IL 60154-4375



MORTGAGE

10587-14 pk

THIS MOFTGAGE ("Security Instrument") is given on September 30,

10 91 The mort gor is GARY J. NOVAK and CAROLE L. NOVAK, his wife ("Borrower"). This Security Instrument is given to FIRST FEDERAL SANCESS AND LOAN ASSOCIATION OF WESTCHESTER , which is organized and existing under the laws of ted States of America and whose address is modifications; (b) the payment of all other soms, 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 vereby mortgage, grant and convey to Lender the following described property County, Illinois: located in Cook

LOT 15 IN INDIAN HEAD PARK UNIT WORER 4, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

18-19-205-058 PERMANENT INDEX NUMBER:

#16.0% \$1 DOK CHIMT! RECEPBER

which has the address of 6587 Shabbona Road, Indian Head Park [City] [Street]

Illinois 60525-4353 ("Property Address"); 12-p Codel

TOGFTHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appartenances, 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.

5. 	CARY J. NOVAK
Žį.	(IDOS)
×.	Instrument and in any rider(s) et eet een by Borrower and recorded with it.
	BY SIGNING BELOW, B. cower accepts and agrees to the terms and covenants contained in this Security
	🛛 Other(s) [st-cily] Bi-Weekly Payment Kider
	Graduated Pa) ment Rider Deamed Unit Development Rider
	Adjusteb'se Rate Rider Condominium Rider
	22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [C ** e overants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [C ** e variable box(es)]
	Instrument Mickel Shipping Borrower shall pay any recordation costs.
91513033	but not limited to, reasonable attorneys' fees and casts of title evidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property and to collect the rents of the Property and to payment of the coars of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. Relense, Upon payment of all sums secured by this Security Instrument,
	breach of any coverant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 and each of any coverant or are otherwise). The notice shall specify: (a) the default; (b) the action required 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, loveclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remeat after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration of the Property. The notice shall further existence of a default or any other defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure in the foreclosure proceeding the non-before the date specified in the notice, Lender at its option may require immediate payment in this of all sums secured by this Security Instrument by judicial proceeding the case secured by each security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

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

שפיים בנטונגז אחר ויין

chey (net incr) for the purposes and uses therein set forth. (ne, she, they)

Motory Public, State of titing

Ny Contrinsi Project WAYNE BENNETT

STOUTTI

sign feasible for band target and the

COUNTY OF

Notary Public

September

Stoop Ox Coop

. lo yeb .

(his, her, their)

CARY 1. NOVAR and CAROLE L. NOVAR, his wife in and for said county and state, do hereby certify that care and is (2:2) and CAROLE L. NOVAR, his wife who, being informed of the contents of the foregoing instrument, the are and is (2:2) and is an informed of the contents of the foregoing instrument, the area of the contents of the foregoing instrument, the area of the foregoing instrument, the area of the foregoing instrument, the f

(ZEVT)

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UNIFORM COVENATION OF FICE ALECCE AND Y

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 carnings 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 paid, to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a cred consists the sums secured by this Security Instrument.

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 "pp" ed: 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. Be rower 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 ow 2 payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borro ver takes 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 of the 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 loverage" 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 Borrowa 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 Corrower 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 lecurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurance 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 than in insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-any period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal sacl 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, Lencer 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.

eccurred. However, this right to reins Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had opjikation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Septing 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 lies of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lies of this Security Instrument, Lender's rights in the Property and Borrower's applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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.

18. Borrower's Right to Reinstrate. It Borrower meets certain conditions, Borrower shall have the right to have a fortile of the conditions of the same of the right to have a fortile of the right of the

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option: Lender shall give Borrower notice of acceleration. The notice shall provide a period federal law as of the date of this Security Instrument.

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

16. Bortower'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 and Borrower is not a natural instrument.

Note are declared to be severable which can be given effect without the conflicting provision. To this end the provisions of this Security Lyrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Iras unment or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Se ur ty Instrument or the

15. Coverning Law: Severability. This Security Instrument shall be governed by feceral '9w and the law of the in this paragraph

provided for in this Security Instrument shall be deemed to have been given to Borrower or I. in let when given as provided first class mail to Lender's address stated lietein or any other address Lender designates by cotice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any in tice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by must first class mail unless applicable law requires use of another method. The notice shall be directed to the

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rendering any provision of the Note or this Security Instrument unenfocable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Securit. Instrument and may invoke any temedies permitted by paragraph 19. Il Lender exercises this option. Lender shall talk the steps specified in the second paragraph of 13. Legislation Affecting Lender's Rights. If enactment in applicable laws has the effect of

partial prepayment without any prepayment charge under the Mr.c. necessary to reduce the charge to the permitted limit; and (b), ny 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.c. and reduces principal, the reduction will be treated as a charges, and that law is finally interpreted so that it is interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, their any such loan charge shall be reduced by the amount

12. Loss Charges. If the loan secured by this security liestrument is subject to a law which sets maximum loan that Borrower's consent. modity, forbest or make any accommodations. At a regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; in I (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under it cierns of this Security Instrument; (b) is not personally obligated to pay

11. Successors and Season 1 media Joint and Several Liability; Co-signers. The coverants and agreements of paragraph 17. Borrower, subject to the provisions of paragraph 17. Borrower, subject to the provisions of paragraph 17. Borrower seements shall be successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower who co-signs this Security of paragraph 17. Borrower who co-signs this Security Instrument only to mortgage, grant and convey fractument but does not execute the N Ner. (a) is co-signing this Security Instrument only to mortgage, grant and convey materials.

shall not be a waiver of or preclure the exercise of any right or remedy. by the original Borrower or Borrower or Borrower or Borroses or in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be a parties to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower, shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

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

10. Borror et Not Referred: Forbearance By Lender Not a Walver, Extension of the time for payment or modification of am Takiton of the sums secured by this Security Instrument granted by Lender to any successor in Unless Les der and Borrower otherwise agreein writing, any application of proceeds to principal shall not extend or

to the sums are ared by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately

instrument, whether or not therwise agree in writing, the sums secured by this Security Instrument shall be reduced by unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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 be paid to Lender. 9. Condemnation [Inc 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

shall give Borrower notice 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 Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

UNOFFICIAL COPY 10587-14 pk BI-WEEKLY PAYMENT RIDER (For Security Instrument)

	(For Secu	nty instrument)		
THIS BI-WEEKLY PAYMENT RIDER IS M		0ay or	tember	, 19 <u>.91</u> , and is in
corporated into and shall be deemed to an Instrument") of the same date given	nend and suppler n by the unde	nent the Mortgage rsigned (the "E	e, Deed of Trust or S Borrower'') to sec	ecurity Deed (the "Security ure Borrower's Note to
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATIO				*******
(the "Lender") of the same date and o o587 Shabbona Road, Indi (Property Address)	covering the pro an Head Park	pperty described , Illinois 60	in the Security In 0525-4353	strument and localed at
ADDITIONAL COVENANTS. In addition the second		and agreements	made in the Security	y Instrument, Borrower and
A. Funds for Taxes and Insurance				
Uniform Covenant 2 of the Security Agr Funds for Taxes and Insurance. Subject to on the day bi-weekly payments are due undot: (a) yearly taxes and assessments which or ground rents on the Property, if any; (c) if any. These items are called "escrow items estimates of future escrow items. The Funds shall be held in an institution agency (including Lender in Lander is such not charge for notding and arishing the Furder interest on the Funds and applicable writing that interest shall be paid un the Funds interest shall be paid un the Funds are placed in the Funds was made. The Funds are placed to the Funds was made. The Funds are placed to the Funds was made. The Funds are placed to the Funds held by Lender is not sufficient to go funds held by Lender is not sufficient to to make up the deficiency in one or more. Upon payment in full of all sums secured held by Lender. If under Paragraph 19 the prior to the sale of the Property or its acquiagainst the sums secured by this Security.	to the applicable or the Note, until a may attain prio yearly hazard insist. Lender may estain institution). Lender may estain institution). Lender analyzing the law permits Leaver any interest or showing creditions amount require for the ender any interest of the ender any interest or the ender any interest of the ender any interest or the ender any interest or the ender of the ender on the ender of the end of the ender of the ender of the ender of the ender of the end of the ender of the end of th	law or to a written the Note is paid in rity over this Sectourance premiums of which ender shall apply the account or verifying rearnings on the sand debits to the future bi-week of to pay the escrotted to Borrower owns when due, Borrower by Lender. Instrument, Lender of the Note of the decount of the future bi-week of the future bi-week of the future bi-week of the Borrower owns when due, Borrower owns when du	waiver by Lender, B is full, a sum ("Funds" artity Agreement; (b) is; and (d) yearly more due on the basis of care insured or guara the Funds to pay the lying the escrow item is a charge. Borrowe is or applicable law in Funds. Lender shall payment ower shall pay to Lear shall promptly refers, Lender shall apply	") equal to one-twenty-sixth yearly leasehold payments tagge insurance premiums, current data and reasonable inteed by a Federal or State e escrow items. Lender may as unless Lender pays Borer and Lender may agree in equires interest to be paid, if give to Borrower, without prose for which each debit or this Security Instrument, ds payable prior to the due the excess shall be, at Borts of Funds. If the amount nder any amount necessary and to Borrower any Funds of no later than immediately
B) PAYMENT OF PRINCIPAL AND INTE		ENT AND LATE O	CHARGES	
3. PAYMENTS A) Time and Place of Payments I will pay principal and interest by maki I will make my bi-weekly payments beginn 2 weeks until I have paid all of the principal Note. My bi-weekly payments will be applie I still owe amounts under this Note, I will	ing Octobe at and interest and d to interest befo	r 14 d any other charg re principal. If on	es described below August 5	, _2013
I will make my bi-weekly payments at or at a different place if required by the N B) Amount of Bi-Weekly Payments My bi-weekly payment will be in the amount	ote Holder.		stchester, 111	inois 60154-4391
4. BORROWER'S RIGHT TO PREPAY I have the right to make payments of pri a "prepayment". When I make a prepayment I may make a full prepayment or partial p of my prepayments to reduce the amount of will be no changes in the due date or in th those changes.	ncipal at any timent. I will tell the prepayments with of the principal	e before they are Note Holder in w out paying any pr nat I owe under th	riting that I am doi: epayment charge. T his Note. If I make a	ng so. he Note Holder will use all partial prepayment, there
6. BORROWER'S FAILURE TO PAY AS REAL A) Late Charge for Overdue Payments If the Note Holder has not received the fundate it is due, I will pay a late charge to the payment of principal and interest. I will pay B) Default If I do not pay the full amount of my bi-	ill amount of any Note Holder, The y this late charg	amount of the cha e promptly, but o	arge will be 5.0 only once on each la	% of my overdue bi-weekly ite payment.
BY SIGNING BELOW, Borrower accepts a				
	Jun		971 11	(Seal)
	GARY J. NO	VAK	Variation V	-Borrower
	CAROLE L.	NOVAK	1.7.1.7.	-Borrower

_ (Seal) -Borrower

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Ox Cook Collins

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