

PREPARED BY:
FLORENCE FRANCO
CHICAGO, IL 60603

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RECORD AND RETURN TO: 1991 NOV -6 PM 1:16
CITIBANK, FEDERAL SAVINGS BANK
BOX 165

91581981
13.00

014059903

(Space above this line for Recording Data)
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 4, 19 91. The mortgagor is ZDZISLAW SZMAJLO AND BOGUMILA SZMAJLO, HIS WIFE

("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 1 SOUTH DEARBORN, CHICAGO, ILLINOIS 60603 ("Lender"). Borrower owes Lender the principal sum of NINETY FIVE THOUSAND AND 00/100.

Dollars U.S. \$ 95,000.00 1. 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 NOVEMBER 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 1 IN O'DONNELL'S CONSOLIDATION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

24-05-208-005-0000
24-05-208-042-0000

which has the address of 8809 SOUTH AUSTIN (St. no.)
OAK LAWN (City) Illinois 60453 (Zip code)

(Property Address)

TOGETHER WITH all the improvements or hereafter erected on the property, and all easements, appurtenances, and 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.

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DPS 1643

4. CHARGES; LENSES. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the charges due under the note.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; and any sums payable by Borrower to Lender in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums; third, to interest due; fourth, to principal due; and last, to any late

Lenders and Borrower's covenants and agreements under this Paragraph 2 are subject to applicable state and federal

2. FUNDS FOR TAXES AND INCOME 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 Lender's estimate, as described below, of the type of yearly taxes and assessments which may affect him priority over this Security instrument; (b) one-twelfth of the yearly leasehold payments or ground rents on the property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; if any; (d) one-twelfth of the yearly mortgage insurance premiums, if any; and (e) one-twelfth of the yearly maintenance charges; if any; (f) one-twelfth of the items described in (a) - (e) plus a valid Escrow account.

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT 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.

THIS SECURITY INSTRUMENT combines uniform instruments for national use and non-uniform instruments with limited variations by jurisdiction in which the property is located.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations 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 (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 giving of notice.

S. HAZARD OF PROPERTY 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, including floods or flooding, whether or not identified or existing at the time the loan is made. 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, 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 21 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. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. 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 forfeiture 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 paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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9. INSPECTION Landlord or its agent may make reasonable entries upon and inspections of the Property. Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection and demandation of other taking of any part of the Property, or for conveyance in lieu of condemnation, and shall be paid to Landlord.

10. CONDEMNATION The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned to Landlord or other taking of any part of the Property, or for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, unless otherwise agreed by the parties hereto.

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13. 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 of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then, if any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if any sums already collected from Borrowers 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 charges under the Note.
14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by air mail class mail postage prepaid, or by prepaid overnight delivery service, or by any similar common or private carrier or delivery method generally accepted in the locality where the Property is located, unless applicable law prohibits such method of delivery.
15. SEVERABILITY. In the event that any provision of the Note or any part of this Security Instrument is declared to be severable, such conflict shall not affect other provisions of this Security Instrument and the Note are declared applicable law. In the event that any provision of the Note or any part of this Security Instrument or the Note conflicts with the instrument shall be deemed to have been given to Borrower. Any notice provided for in this Security instrument shall be delivered to any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument or to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given by first class mail postage prepaid to Lender.
16. BORROWER'S COPY. Borrower shall be given one duplicate of the Note and of this Security Instrument to be severable.
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 for a beneficial interest in a trust or written agreement, it is sold or transferred and Borrower must pay all sums secured by this Security Instrument, or by any other instrument, prior to the expiration of the Note.
18. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions set forth in this Note to have the right to reinstate the instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement; (b) entry of a judgment enjoining the Security Instrument to any power of sale contained in this Security instrument, or (c) entry of a judgment enjoining the Security instrument to any other instrument, including, but not limited to, reseizure of the security or any other rights in the Note as if no acceleration had occurred.
19. SALE OF NOTE; CHANGE OF LOAN SERVICE. The Note or a partial interest in the Note together with this Security instrument may be sold one or more times without prior notice to Borrower. A sale may occur in a change of a change of the Loan Service, [that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Service, [that collects monthly payments due under the Note and this Security instrument. There also may be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will be given without notice to the Loan Servicer if there is a change of the Loan Servicer, however, (the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.]
20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in violation of any Environmental Law. The provisions regarding two substances shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
21. GOVERNMENTAL OR REGULATORY AGENCY OR PRIVATE PARTY INVOLVING THE PROPERTY AND ANY HAZARDOUS SUBSTANCE OR EMERGENCY. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Emergency that may be taken or made by any authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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As used in this paragraph 20, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS.

Borrower and Lender further covenant and agree as follows:

21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate 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 and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including but not limited to, reasonable attorneys' fees and costs of title evidence.

22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recording costs.

23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

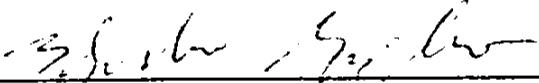
24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

- Adjustable Rate Rider Condominium Rider Adjustable Rate Assumption Rider
 Graduated Payment Rider Planned Unit Development Rider Fixed Rate Assumption Rider
 Balloon Rider 1-4 Family Rider Second Home Rider
 Other(s) (specify) _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses: _____

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ILLINOIS
STATE
CLERK
COUNTY
CLERK'S OFFICE


ZDZISLAW SZMAJLO

(Seal)

-Borrower


BOGUMILA SZMAJLO

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, Andrew M. Viola, a Notary Public in and for said county and state do hereby certify that ZDZISLAW SZMAJLO AND BOGUMILA SZMAJLO, HIS WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of October, 1991.

My Commission Expires:

Notary Public

