

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$18.00  
142222 TRAN 1842 11/13/91 11:23:00  
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COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 8, 1991 The  
mortgagor is GREGORY T. HALUCZAK AND ANNE M. HALUCZAK, HIS WIFE

("Borrower"). This Security Instrument is given to St. Paul Federal Bank for Savings

which is organized and existing under the laws of United States of America and whose address is  
5700 W. NORTH AVE, Chicago, Illinois 60635

("Lender"). Borrower owes Lender the principal sum of BEIGHTY FIVE THOUSAND AND NO /100  
Dollars (U.S. \$ 85,000.00)

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 DECEMBER 1, 2021. 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 8 IN BLOCK 24 IN HOFFMAN ESTATES NUMBER 2, BEING A SUBDIVISION OF THAT PAID Lying SOUTH OF HIGGINS ROAD (AS THAT ROAD EXISTED ON AUGUST 30, 1926) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, IN COOK COUNTY, ILLINOIS.

PTN. #07-14-304-015-0000

which has the address of 690 ALHAMBRA LANE HOFFMAN ESTATES  
(Street) (City)

Illinois 60194 ("Property Address").  
(Zip Code)

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ILLINOIS--Single Family--Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 990 (prev. editions void)

2395 SEP 91

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18-BX 283

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2705 SEP 94

Form 3014 9 90  
OK  
OK

13. **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 of this Security Instrument or the Note conflicts with applicable laws, 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.

14. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by depositing it in the United States mail, postage paid, to the address of Borrower or to another address specified by Borrower in writing. Any notice to Lender shall be given by first class mail, postage paid, to the address of Lender or to another address specified by Lender. Any notice to Borrower or Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Joint Charges.** The Security Instrument is subject to a charge or lien in favor of the Lender for the amount of the loan advanced by the Lender to the Borrower. The Security Instrument shall be deemed to be a charge or lien in favor of the Lender for the amount of the loan advanced by the Lender to the Borrower. The Security Instrument shall be deemed to be a charge or lien in favor of the Lender for the amount of the loan advanced by the Lender to the Borrower. The Security Instrument shall be deemed to be a charge or lien in favor of the Lender for the amount of the loan advanced by the Lender to the Borrower.

16. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and provisions of this Security Instrument shall bind the Borrower, its heirs, assigns, personal representatives, successors, and assigns, and shall be enforceable by the Lender, its heirs, assigns, personal representatives, successors, and assigns. The Borrower, its heirs, assigns, personal representatives, successors, and assigns, shall be jointly and severally liable to the Lender for the amount of the loan advanced by the Lender to the Borrower.

17. **Notwithstanding to the contrary of anything herein contained, the Lender shall not be bound to advance any further monies to the Borrower under this Security Instrument unless the Borrower shall have paid to the Lender the amount of the monies advanced by the Lender to the Borrower under this Security Instrument.**

18. **Notwithstanding to the contrary of anything herein contained, the Lender shall not be bound to advance any further monies to the Borrower under this Security Instrument unless the Borrower shall have paid to the Lender the amount of the monies advanced by the Lender to the Borrower under this Security Instrument.**

19. **Notwithstanding to the contrary of anything herein contained, the Lender shall not be bound to advance any further monies to the Borrower under this Security Instrument unless the Borrower shall have paid to the Lender the amount of the monies advanced by the Lender to the Borrower under this Security Instrument.**

20. **Notwithstanding to the contrary of anything herein contained, the Lender shall not be bound to advance any further monies to the Borrower under this Security Instrument unless the Borrower shall have paid to the Lender the amount of the monies advanced by the Lender to the Borrower under this Security Instrument.**

21. **Notwithstanding to the contrary of anything herein contained, the Lender shall not be bound to advance any further monies to the Borrower under this Security Instrument unless the Borrower shall have paid to the Lender the amount of the monies advanced by the Lender to the Borrower under this Security Instrument.**

22. **Notwithstanding to the contrary of anything herein contained, the Lender shall not be bound to advance any further monies to the Borrower under this Security Instrument unless the Borrower shall have paid to the Lender the amount of the monies advanced by the Lender to the Borrower under this Security Instrument.**

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Property of Cook County Clerk's Office

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 it 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 continued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may provide for reinstatement) by force sale of the Property pursuant to any power of sale contained in this Security Instrument, or the date of a payment in full under this Security Instrument. These conditions are that Borrower (a) pay Lender all sums which then would be due under this Security Instrument and the Note and no acceleration had occurred; (b) cure any default of any other covenants or agreements to pay all expenses incurred in enforcing this Security Instrument, but not limited to reasonable attorneys' fees; and (c) take such action as Lender may reasonably require to ensure 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 unimpaired. Upon reinstatement by Borrower, this Security Instrument and the acceleration shall be void and shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Lender.** The Note or a partial note issued in the Note, then then with this Security Instrument, may be sold from time to time without prior notice to Borrower. A sale may result in a change in the entity doing business as Lender's servicer that will require payment due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 11 above and applicable law. The notice will state 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 Substance on or in the Property. Borrower shall not be held liable for anything affecting the Property that is caused by or from Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal and intended use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental authority or by any private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower claims to be notified by any governmental or non-governmental authority of the presence, use, or storage on the Property of any Hazardous Substance affecting the Property, then Borrower shall promptly give Lender written notice in accordance with Environmental Law.

Any Hazardous Substances or Environmental Laws are those substances, as defined as toxic or hazardous substances by Environmental Law, and the full name of substances including benzene, other flammable or toxic petroleum products, toxic pesticides, and herbicides, and other materials containing asbestos, or formaldehyde, and radioactive materials. As used in this paragraph, the term "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to environmental protection.

Notwithstanding to 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 without charge to Borrower. Borrower shall pay any recolonization costs.

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

As of

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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.]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider                           | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider                         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                                   | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [specify] <u>LOAN RIDER</u> |   |   |

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.

*Gregory J. Haliczak*  
GREGORY J. HALICZAK

(Seal)  
Borrower

Social Security Number 345-40-1031

*Anne M. Haliczak*  
ANNE M. HALICZAK

(Seal)  
Borrower

Social Security Number 343-48-5654

[Space Below This Line For Acknowledgment]

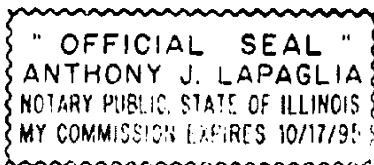
STATE OF ILLINOIS, COOK County ss

I, ANTHONY J. LAPAGLIA  
a Notary Public in and for said county and state, certify that GREGORY J. HALICZAK AND ANNE M. HALICZAK  
HIS WIFE

personally known to me to be the same persons whose names(s) \_\_\_\_\_  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ he / she / they  
signed and delivered the instrument as THEIR free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this 8th day of NOVEMBER, 1991

My Commission expires \_\_\_\_\_



*Anthony J. Lapaglia*  
Notary Public

RAYMOND F. SIEFFERT  
ST. PAUL FEDERAL BANK FOR SAVINGS  
6700 W. NORTH AV.  
CHICAGO, IL 60635

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## LOAN RIDER

LOAN NO 011898003  
DATE NOVEMBER 8, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as

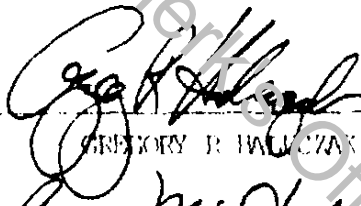
690 ALHAMBRA LANE, ICEPMAN ESTATES IL 60194


(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect

IN WITNESS WHEREOF, BORROWER has executed this RIDER

  
\_\_\_\_\_  
GREGORY R. HALUCZAK Borrower

  
\_\_\_\_\_  
ANNE M. HALUCZAK Borrower

PT 1-09-197