

UNOFFICIAL COPY

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87824C920

THIS CERTIFIED COPY IS BEING RERECORDED FOR THE PURPOSE OF ADDING  
A LEGAL DESCRIPTION (SEE ATTACHED)

87824C920

STATE OF ILLINOIS  
COUNTY OF COOK

I, CAROL MOSELEY BRAUN, RECORDER, AND KEEPER OF THE RECORDS  
OF SAID RECORDER, IN AND FOR SAID COUNTY, IN THE STATE AFORE-  
SAID, DO HEREBY CERTIFY, THAT THE FOLLOWING IS A TRUE AND  
CORRECT PHOTOGRAPHIC COPY OF THE RECORD OF A CERTAIN INSTRUMENT  
FILED IN SAID OFFICE THE THIRTEEN DAY OF MAY  
19 91 A.D. AS DOCUMENT NUMBER 97299552 RECORDED IN  
BOOK JACKET OF RECORDS, AT PAGE 5 PAGE

617.80  
11/15/91 10:31:00  
4-91-602728  
RECORDER

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED  
MY OFFICIAL SEAL AT CHICAGO, THIS FOURTEENTH DAY OF AUGUST  
19 91 A.D.

*Carol Moseley Braun*  
RECORDER

APR 2 1991

When Recorded Mail To

First Union Mortgage Corporation  
c/o Poplar Avenue, Suite 900  
Memphis, Tennessee 38119

91209552

REC-14 # 91 209552  
20 APR 1991

(Space Above This Line For Recording Data)

PLMC Form No. 900130

MORTGAGE

THIS MORTGAGE (Security Instrument) is given on APRIL 29 1991 by BRONISLAW H. GWARDYN and KAREN G. GWARDYN, HUSBAND AND WIFE to FIRST UNION MORTGAGE CORPORATION, which is a corporation organized under the laws of NORTH CAROLINA, and whose address is 600 SIX FORKS ROAD, SIX FIFTEEN RAILROAD, NORTH CAROLINA 27619 (Lender). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100th Dollars (\$157,250.00). This loan is secured by Borrower's note dated the same date as this Security Instrument. Borrower shall make payments with the full debt of and paid earlier due and payable on the Security Instrument to Lender: (a) the repayment of the debt evidenced by the Note; (b) the payment of all other sums due to Lender; and (c) the payment of all taxes, assessments and modifications of the Note. (b) the payment of all other sums due to Lender. To protect the security of this Security Instrument and to the satisfaction of Lender, Lender and agreements under this Security Instrument and the Note for the purpose of Borrower's mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

91209552

91502728

BOX 334

including the address of WEST BROADWAY CHURCH, PALATINE, ILLINOIS 60067

(Property Address)

TOGETHER WITH all the improvements now or hereafter erected on the property and all contents appurtenant 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 HAS 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 unincumbered 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 contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 waiver by Lender, Borrower shall cause Lender on the due date of payments due under the Note until the Note is paid in full a sum of funds for each year and for each month which may attain priority over this Security Instrument as a lien on the Property: (a) for annual payments or ground rents on the Property; (b) for yearly hazard or property insurance premiums; (c) for yearly flood insurance premiums; (d) for yearly mortgage insurance premiums; (e) any and all taxes and assessments payable by Borrower to Lender in accordance with the provisions of paragraph 1, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 C.F.R. § 2031.10 (Reg. CRMSA), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.



Protection of Lender's Rights in the Property. If the Borrower fails to pay any installment due under this Security Instrument...

Additional Debt. The Borrower shall become additional debtor of the Lender with respect to the Property...

Mortgage Insurance. The Lender may require the Borrower to obtain and maintain mortgage insurance...

Expenses. The Borrower shall be responsible for all expenses incurred by the Lender in connection with this Security Instrument...

Foreclosure. In the event of a default by the Borrower, the Lender may foreclose on the Property...

Partial Payment. If the Borrower makes a partial payment, the Lender may apply such payment to the sums secured by this Security Instrument...

Response to Foreclosure. If the Lender initiates foreclosure proceedings, the Borrower shall respond to the Lender within 10 days...

Application of Proceeds. Any proceeds from the sale of the Property shall be applied to the sums secured by this Security Instrument...

Borrower Not Released. Each time the Lender makes a loan to the Borrower, the Lender grants to any successor in interest...

Successors and Assigns Bound. Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower...

Loan Charges. The charges and costs incurred by the Borrower under this Security Instrument shall be subject to a law which sets maximum...

Notice. Any notice to the Borrower provided for in this Security Instrument shall be given by delivering a copy of the notice...

Property of Cook County, Illinois

824902708

824902708

13. **Governing Law - Applicability.** This Security Instrument shall be governed by the law of the State of California. In the event that any provision of this Security Instrument is held to be unenforceable, the remainder of this Security Instrument shall survive and shall not be affected by the unenforceability of any provision of this Security Instrument. The State is declared to be applicable.

14. **Borrower's Copy.** Borrower shall provide conforming copies of the Note and of this Security Instrument to the Lender.

15. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or a beneficial interest in Borrower is sold or transferred and Borrower is not the transferee, Lender may, at its option, require immediate payment of the sums secured by this Security Instrument. However, this option shall not be exercised by Lender until the date of this Security Instrument.

16. **Acceleration.** Lender may accelerate the sums secured by this Security Instrument if Borrower fails to pay these sums prior to the expiration of this Security Instrument without further notice or demand.

17. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to reinstate this Security Instrument documented at any time prior to the notice of acceleration under paragraph 16. Upon reinstatement, the sums secured by this Security Instrument shall be reduced to the sums actually due under this Security Instrument. Lender may reasonably require to verify that the terms of this Security Instrument, including but not limited to the terms of this paragraph, have been complied with. Upon reinstatement by Borrower, the Security Instrument shall be reinstated as if no acceleration had occurred. However, the acceleration shall remain effective.

18. **Note of Change of Loan Servicer.** The Note or a partial interest in the Note, together with this Security Instrument, shall be subject to assignment without prior notice to Borrower. A sale may result in a change of loan servicer. Lender will collect monthly payments due under the Note and will notify Borrower of any change of the Loan Servicer unrelated to a sale of the Note. Lender will give written notice of the change in accordance with applicable law. The notice will state the name and address of the new Loan Servicer and other information required by applicable law.

19. **Hazardous Substances.** Borrower has no use or permit to produce, use, dispose, store, or release any Hazardous Substances on the Property. Borrower shall not allow anyone else to do so. Borrower shall comply with all applicable laws regarding the handling, use, storage, or disposal of small quantities of Hazardous Substances that are used in connection with domestic uses and to maintain the Property.

Borrower shall promptly advise Lender, written notice of any investigation, claim, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory 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.

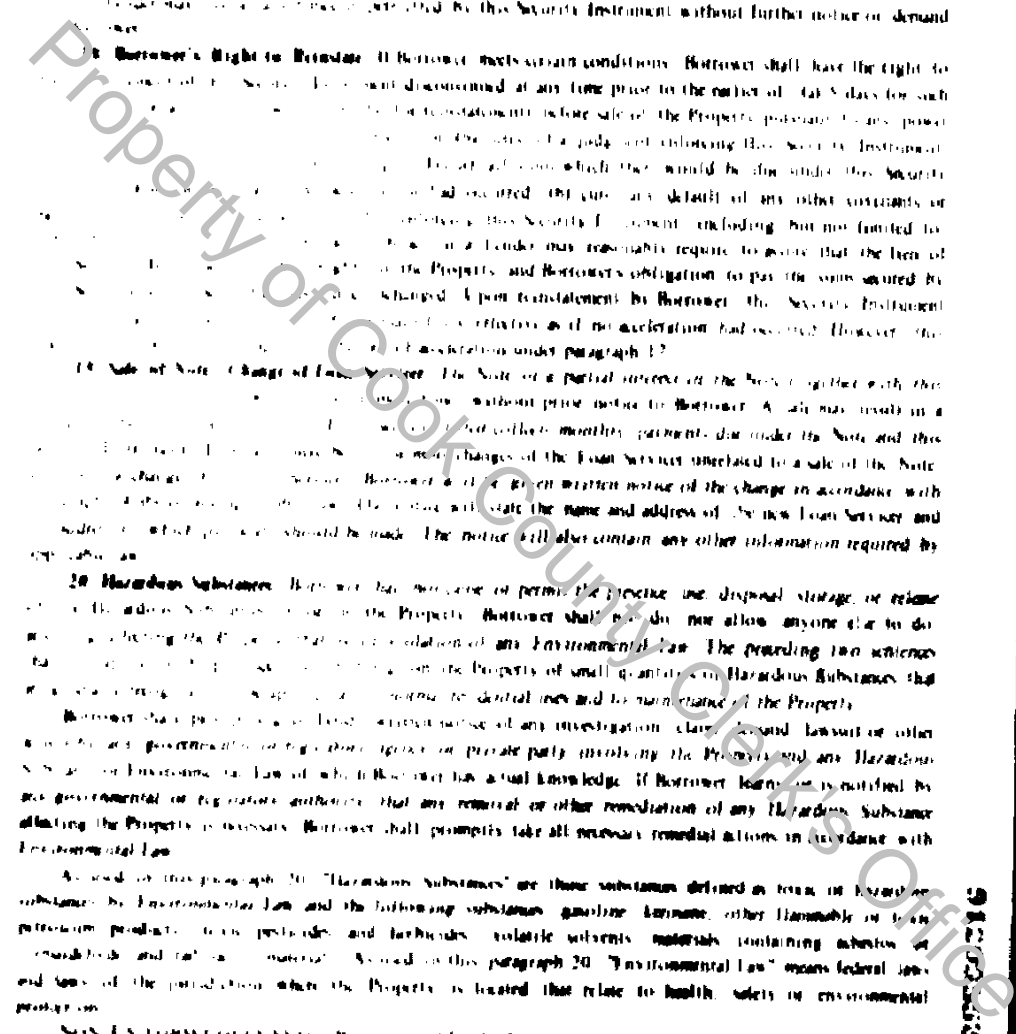
As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or flammable substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or lead-based and other toxic materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NOTICE TO BORROWER: Borrower and Lender further covenant and agree as follows:

20. **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) the 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 to 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 20, including but not limited to, reasonable attorneys' fees and costs of title evidence.

21. **Release.** Upon payment in full of sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

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



8/20/2008

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24. **Riders to This Security Instrument.** If one or more riders are executed by Borrower and recorded with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

- 1.  Adjustable Rate Rider
- 2.  Condominium Rider
- 3.  4 Family Rider
- 4.  Construction Payment Rider
- 5.  Planned Unit Development Rider
- 6.  Borrower's Payment Rider
- 7.  Reverse Rider
- 8.  Rate Improvement Rider
- 9.  Second Home Rider
- 10.  Other (specify):

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and any riders recorded by Borrower and recorded with it.

*[Signature]*  
BRONISLAW H. GWARDYS (Spouse)

Social Security Number: 154-44-0811

*[Signature]*  
KAREN G. GWARDYS (Spouse)

Social Security Number: 116-46-2721

(Spouse) (Spouse)  
Social Security Number: Social Security Number:

State of Illinois, County of Cook, Illinois, I, *[Name]*, Social Security Number *[Number]*, do hereby certify that *[Name]* is the true and correct owner of the property described in the foregoing instrument.

Witness my hand and official seal this *[Date]* day of *[Month]*, 19*[Year]*.

*[Signature]*  
KATHY MATHEW  
Notary Public in and for said county and state, do hereby certify that BRONISLAW H. GWARDYS and KAREN G. GWARDYS, HUSBAND AND WIFE, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this *[Date]* day of *[Month]*, 19*[Year]*, and acknowledged that he/she/they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

My Commission Expires: *[Date]*



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Property of Cook County Clerk's Office

LOT 5 IN QUENTIN WOODS SUBDIVISION BEING A RESUBDIVISION OF LOTS 14, 15, AND 16, IN BLOCK 5, IN "ARTHUR T. MCINTOSH AND CO'S. NORTHWEST ACRES UNIT NO. 2", BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 1951 AS DOCUMENT NO. 15001095, IN COOK COUNTY, ILLINOIS.

15001095

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Property of Cook County Clerk's Office

James Little  
4223 E. Central  
Downey, California  
6008