

PREPARED BY:
VALERIE RICHARD

UNOFFICIAL COPY

-91-64733 17733

RECORD AND RETURN TO: BOX 392

PRESIDENTIAL MORTGAGE COMPANY
3285 N. ARLINGTON HEIGHTS ROAD, SUITE 204
ARLINGTON HEIGHTS, ILLINOIS 60004

[Space Above This Line For Recording Data]

MORTGAGE

215920

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25, 1991
RONALD G. MIKULECKY
AND ROXANNE T. MIKULECKY, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
PRESIDENTIAL MORTGAGE COMPANY

DEPT-01 \$18.00
T#77777 TRAN 2100 12/10/91 14:48:00
#8626 + G *--> 1-647733
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 3285 N. ARLINGTON HEIGHTS ROAD, SUITE 204
ARLINGTON HEIGHTS, ILLINOIS 60004 , and whose
ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED
AND 00/100 Dollars (U.S. \$ 116,100.00).
(Lender). Borrower owes Lender the principal sum of

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 6 (EXCEPT THE NORTH 4 FEET THEREOF) OAK MANOR ADDITION, BEING A
SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF
SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

06-34-207-025

91647733

which has the address of 105 N. HICKORY, BARTLETT
Illinois 60103 Street, City ,
Zip Code ("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90
-091011
VMP MORTGAGE FORMS • 513-283-6100 • 4000521-7291

Page 1 of 8

DPS 1000
Form 3014 9/90
Mortg.
RTH

18.00

UNOFFICIAL COPY

Form 2014 8/80
Date 1980

1000

Form 2014 8/80
Date 1980

more of the actions set forth above will be done by or the giving of notice.
this Security Instrument, Lender may give Borrower a notice indemnifying the Lender shall satisfy the lien or take care of the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over any other determinants of the lien; or (c) causes from the holder of the lien an agreement satisfactory to Lender extending the lien to by, or defers signature assignment of the lien in, legal proceedings which in the Lender's opinion operates to prevent the writing to the payment of the obligation caused by the lien in a manner acceptable to Lender; (b) causes in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall provide evidence of payment to Lender reflecting all notices of amounts to be paid under this paragraph. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay down on the date directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay

4. Changes; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property until 2nd, to interest due; forth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any payment made due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 of the Property, shall apply only Funds held by Lender at the time of acquisition of note as a credit against the sum received by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of note

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, or Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be applied under the applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to settle up the deficiency. Borrower shall make up the deficiency in no more than three to not sufficient to pay the Escrow Lien when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in connection with the requirements of application, if the amount of the Funds held by Lender is any amount paid by Lender in connection with this loan, used a applicable law, Lender shall give to Borrower,

If the Funds held by Lender exceed the amounts pledged as additional security for all sums secured by this Security Instrument, Lender was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the Funds, showing entire and debts to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds, used by Lender in connection with this loan, used a applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Lien, unless Lender pays. Borrower interest on the Funds and applicable law permits Lender to make such Escrow Lien. Lender may not charge Borrower for holding the Funds, usually analyzing the escrow account, or including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Lien or other sums due with applicable law.

The Funds shall be held in an account whose deposits are insured by a federal agency, instrumentality, or entity verifying the Escrow Lien, unless Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Lien or other sums due with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future costs a lesser amount. If Lender may, in any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds related mortgage loans, Lender, collects and holds Funds in an amount not to exceed the maximum amount a Lender for a federally Lender may, at any time, collect and hold Funds in an amount of mortgage insurance premiums. These items are called "Escrow Items," the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly lessee paid premiums Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance, subject to applicable law or written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any payments due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charge. Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender cover and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines certain covenants for national use and non-national covants with limited and will defeat generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the extra hereby conveyed and has the right to mortgage, leases now or hereafter a part of the property. All encumbrances and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all structures, appurtelements, and fixtures now or hereafter a part of the property. All encumbrances and additions shall also be covered by this Security instrument.

UNOFFICIAL COPY

215920

5. Hazard or 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, including floods or flooding, 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 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.

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 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 (or 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 entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve
DPS 1001
Form 3014 9/80

UNOFFICIAL COPY

111

11010 11110-0

Form 3014 9/90
EPA-1693

16. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security Instrument.

Security instruments shall be deemed to have been given to Borrower or Lender when given as provided in the Pledge Agreement.

14. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by mailing it or by delivering it or by sending it to Borrower's address set forth below or to any other address Lender designates by notice to Borrower. Any notices provided for in this

prepayment will charge under the Note.

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 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 amounts 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 repayment without any premium to Borrower.

make any accommodations which regard to the terms of this Security Instrument, or the role without the Borrower's consent.

12. Successors and Assigns Bound; 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, is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other successor may agree to extend, modify, forfeit or terminate this Security Instrument.

exercising of my right of remedy.

not operate to release the liability of the original Borrower or any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or to demand payment of any amount due under the Note or any other instrument or agreement between the parties, unless such action is necessary to protect the rights of Lender or to enforce the Note or any other instrument or agreement between the parties.

postpones the due date of the note by 1 or 2 days referred to in paragraphs 1 and 2 or changes the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or
accrue by less than 30 days, whether or not used.

If the Property, as abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium 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 sum

be applied to the sites secured by this Security Interuder or not the sums are then due.

market value of the property immediately before the taking is less than the amount of the sum secured immediately before the date of the transfer or payment.

amounts 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 Bowmores in the event of a partial taking of the Property in which the fair

market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by the Security Instrument held by the lessee Borrower and Lessor otherwise agrees in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) if the total

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby signed and shall be paid to Lender.

Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

9. **Implications**. Leader of the agency may make reasonable entries upon and inspection of the Property. Leader shall give instructions as to accordance with any written agreement between Borrower and Leader of appropriate law.

payments may be sought as the option of Lender, if mortgagee terminates coverage (in the manner and for the period

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 as if no acceleration had 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 hereon shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. 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 result in a change in the entity (known as the "Loan Servicer") that collects monthly payments 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 14 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 Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any 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 residential uses 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 or regulatory agency or private party involving the Property and any Hazardous Substance 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 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 without charge to Borrower. Borrower shall pay any recordation costs.

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

DPS 1003
Form 3014 8/30

UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

0 1 7 7 3 3

LOT 6 (EXCEPT THE NORTH 4 FEET THEREOF) OAK MANOR ADDITION, BEING A
SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF
SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office
91647733

06-34-207-025

DPS 049