

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 26, 1991. The mortgagor is PETER ZUKO, A BACHELOR.

("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 6700 W. North Ave, Chicago, Illinois 60635

("Lender"). Borrower owes Lender the principal sum of NINETY TWO THOUSAND EIGHT HUNDRED AND NO /100 92,800.00 Dollars (U.S. \$ 92,800.00). 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 JANUARY 1, 2022. 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 22 IN BLOCK IN ARLINGTON HEIGHTS GARDENS HOMESITES IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 08-09-228-009

DEPT-01 RECORDINGS \$18.50  
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49202 F \*-91-694775  
COOK COUNTY RECORDER

which has the address of 1335 S. DUNION ARLINGTON HEIGHTS  
[Street] [City]

Illinois 60005 ("Property Address");  
[Zip Code]

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The 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 assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. 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 sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount 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 Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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 such payments.

**11. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**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: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note, without that Borrower's consent.

**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 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 charge under the Note.

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

**15. 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 or clause of this Security Instrument or the Note conflicts with applicable law, 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.

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8. **Mortgage Insurance.** If Lender requires 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 equal to the cost to Borrower of the mortgage insurance previously in effect. If an alternate mortgage insurance provider is available, Lender shall pay the cost of the alternate mortgage insurance coverage if the alternate mortgage insurance coverage is not available. Borrower shall pay to Lender, upon receipt of a written notice from Lender, a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the alternate mortgage insurance coverage is not available. Lender will accept, use and retain these payments as a loss reserve in lieu of cash.

9. **Priority.** The Security Instrument, this Security Instrument, and Lender's interest in the Property shall have priority over all other interests in the Property. Any amount due to Lender under this Security Instrument shall become a lien in favor of Lender secured by this Security Instrument. Lender does not intend to do so.

10. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, such as a proceeding to condemn or foreclose or to enforce laws or regulations, then Lender may, at its option, take any action which is necessary to protect the value of the Property and Lender's rights in the Property, including, but not limited to, repairing or entering on the Property to make repairs. Although Lender may take action to protect its rights in the Property, Lender does not intend to do so.

11. **Leasehold.** If the Property is on a leasehold, Borrower shall comply with all the provisions of the leasehold and the fee title shall not merge with the Security Instrument in the event of the expiration of the lease. If the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the leasehold and the fee title shall not merge with the Security Instrument in the event of the expiration of the lease. If the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the leasehold and the fee title shall not merge with the Security Instrument in the event of the expiration of the lease. If the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the leasehold and the fee title shall not merge with the Security Instrument in the event of the expiration of the lease.

12. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application.** Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the date of the closing of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for as long a period as Borrower is able to do so. If Borrower cannot do so, Lender shall have the right to occupy the Property as Borrower's principal residence. If Borrower cannot do so, Lender shall have the right to occupy the Property as Borrower's principal residence. If Borrower cannot do so, Lender shall have the right to occupy the Property as Borrower's principal residence.

13. **Restoration of Property.** If the Property is damaged, Lender shall have the right to require Borrower to restore the Property to its original condition. If the Property is damaged, Lender shall have the right to require Borrower to restore the Property to its original condition. If the Property is damaged, Lender shall have the right to require Borrower to restore the Property to its original condition.

14. **Insurance.** All insurance policies and coverages shall be acceptable to Lender and shall include a standard mortgage clause. If the insurance carrier cannot be chosen by Borrower, Lender shall be chosen by Borrower subject to Lender's approval. Lender shall not be liable for any loss or damage to the Property which is not covered by the insurance. Lender shall not be liable for any loss or damage to the Property which is not covered by the insurance.

15. **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 of time required by Lender. If the insurance carrier cannot be chosen by Borrower, Lender shall be chosen by Borrower subject to Lender's approval.

16. **Assignment.** Borrower shall not assign or otherwise dispose of the Property or the Security Instrument without the prior written consent of Lender. If Borrower assigns or otherwise disposes of the Property or the Security Instrument without the prior written consent of Lender, Lender shall have the right to require Borrower to restore the Property to its original condition.

17. **Notices.** All notices to be given to Lender shall be in writing and shall be given to the address set forth in the Security Instrument. If the address set forth in the Security Instrument is no longer valid, Lender shall have the right to require Borrower to provide a new address. If the address set forth in the Security Instrument is no longer valid, Lender shall have the right to require Borrower to provide a new address.

18. **Entire Agreement.** This Security Instrument, including all exhibits and attachments, constitute the entire agreement between Borrower and Lender. No oral or written agreements, understandings, or conditions shall be enforceable against either party if they conflict with the terms of this Security Instrument.



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**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 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 hereby 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.

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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 box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] **LOAN RIDER**
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

*Peter Zuiko* (Seal)  
PETER ZUIKO - Borrower

Social Security Number .....

..... (Seal)  
- Borrower

Social Security Number .....

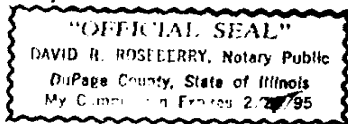
(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, ..... Cook County ss:

I, Undersigned  
a Notary Public in and for said county and state, certify that Peter Zuiko, a bachelor  
personally known to me to be the same person (to whose name) was  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... he  
signed and delivered the instrument as ..... free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this 26 day of December, 1991

My Commission expires:



*D B Roseberry*  
Notary Public

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



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**LOAN RIDER**

LOAN NO  
DATE

011900229  
DECEMBER 26, 1991

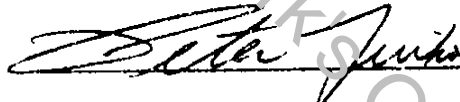
THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

1335 S DUNTON, ARLINGTON HEIGHTS IL 60005

(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

  
\_\_\_\_\_  
Borrower  
PETER ZUZKO

\_\_\_\_\_  
Borrower

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