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REC'D BY MAIL 2003 MAR 25
U.S. MAIL BOX FEDERAL TAX AND BANK
REGISTRATION DIV.
NAPERVILLE, IL 60566

91198125

[Space Above This Line For Recording Data]

311510066

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 22ND, 1991**

DEBRA J. ZATECKA and DEBORAH L. ZATECKA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

AMERICA FEDERAL SAVINGS BANK

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **2200 W CERAK RD, CICERO, IL 60650**

("Lender"). Borrower owes Lender the principal sum of **FIFTY FIVE THOUSAND AND NO/100 DOLLARS (U.S. \$ 55,000.00)**

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 **MAY 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:

SEE ATTACHED FOR LEGAL DESCRIPTION

52108125

POLK I.D. #0-005-116-049
which has the address of **4125 S CLIFFON, BRICKLEY**
Illinois **60650** ("Property Address");
ZIP CODE

(Street, City)

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT
FMP, BRILL 4/90

SMF MORTGAGE FORMS 040-293-8100 800-521-7291

Page 1 of 8

Form 3014 9/90

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borrower's copy; borrower shall be given one colorformed copy of the note and of this security instrument.

Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notes. Any notice to Borrower provided for in this Securities Lien instrument shall be given by delivery or by mailing to Borrower provided for in this Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address Borrower may notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower uses of another method. The notice shall be directed to the properties address it by first class mail unless applicable law requires instrument shall be given by delivery or by mailing to Lender's address Borrower designs by notice to Lender. Any notice to Lender shall be given by first class mail to

prepaid item charge under the Note.

Instrument that does not execute the work; (d) is co-issuing this security instrument only in its aggregate; (e) and (f) make any assignments with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigns; Joint and Several Liability; C-O-Signers. The covenants and agreements of this

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.

If the property is sold and held by Borrower, or if, 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 settle the proceeds, at its option, either to restoration or repair of the Property or to the sum awarded by the Seller, less amounts paid by Lender on behalf of the Seller.

before the taking. Any balance shall be paid to Borromewer in the event of a partial taking of the property in which the market value of the property immediately before the taking is less than the amount of the sum received immediately before the taking, unless Borromewer and Landor otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the site as set forth by this Security Instrument whether or not the sums are then due.

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 market value of the Property paid to Borrower, the fair market value of the Property paid to Borrower in the event of a partial taking of the Property in which the fair market value of the Property paid to Borrower is equal to or greater than the amount of the sums secured by this Security instrument shall be reduced by the amount of the Property taken.

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.

9. Inspection fees to be charged will be within agreed upon rates between lessees and lessor to appropriate law.

payments may no longer be required, at the option of Lender, if mortgage insurance coverage in the amount and for the period

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1 2 3

LEGAL DESCRIPTION:

THE SOUTH 7 FEET OF LOT 31 AND LOT 30 (EXCEPT THE SOUTH 2 FEET THEREOF) IN BLOCK 8 IN OAK PARK AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE FOLLOWING BLOCKS AND PART OF BLOCKS IN B. F. SHOTWELL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO-WIT:

BLOCK 1 (EXCEPT THE NORTHEAST 1/4 THEREOF), BLOCKS 2, 4, 5 AND BLOCK 6 (EXCEPT THE NORTH 1/2 AND THE NORTHWEST 1/4 AND EXCEPT THE SOUTH 156 FEET OF THE EAST 152 FEET THEREOF), BLOCK 7 (EXCEPT THE NORTH 1/2 AND EXCEPT THE NORTH 30 FEET OF THAT PART OF THE SOUTH 1/2 THEREOF) LYING EAST OF THE EAST LINE OF THE ALLEY, BLOCKS 8, 9 AND THE NORTH 249.19 FEET OF THE WEST 1/2 OF BLOCK 10 AND ALL OF BLOCK 11, IN COOK COUNTY, ILLINOIS.

91158125

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TOGETHER WITH all the improvements now 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.

THIS SECURITY INSTRUMENT combines 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 written waiver by Lender, 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, 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 U.S.C. Section 2601 et seq. ("RESPA"), 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of insuring the loan secured by this instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. In, for any reason, the mortgagage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premiums required to obtain coverage subsequently paid by Lender to the insurance company. If Lender is unable to obtain coverage subsequently paid by Lender to the insurance company, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly monthly insurance coverage not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly monthly insurance coverage not available. Borrower will accept, use and retain the face amount paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain the face amount paid by Borrower when the insurance coverage lapses or ceases to be in effect.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the obligations 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, or guardianship or forfeiture or to enforce laws or regulations), then Lender may do and proceed in accordance with such proceedings, or take such other action as Lender deems necessary to protect its interest in the Property.

lesashold, Borrower shall comply with all the provisions of the lease, if there is a lesashold, and the fee title shall not merge unless Landlord agrees to the merger in writing.

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this instrument immediately prior to the acquisition.

accrued by this section in last year, whether or not then due. The 30-days period will begin when the notice is given.

All insurance policies and rewards shall be applicable to Leader and shall include a standard nonnegotiable clause. Leader shall be responsible for loss if not made prompt by Borrower.

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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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Form 3014 G-6

My Commission Expires 5/17/92
Marilyn Public, State of Illinois
Marilyn B. Glazier
OFFICIAL SEAL

REINHOLD KORNBLUM,
111, BOSTON,
MASS., WASHINGTON, D.C.
REINHOLD KORNBLUM
was prepared by

My Connection Labels

Given under my hand and official seal, this 22ND day of APRIL 1991
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is
Personally known to me to be the same person(s) whose names
are signed and delivered the said instrument, appearing before me this day in person, and acknowledged that he is
Personally known to me to be the same person(s) whose names

STATE OF ILLINOIS, COOK COUNTY, THE UNDERSTATED, to wit, DENNIS G. ZATKOFFA and DEBORAH L. ZATKOFFA, HUSBAND AND WIFE, do now publicly declare in and for said county and state do hereby certify,

Holdername (Sesd)	Deborah L ZAFARIA	Serial Security Number 533509149	Holdername (Sesd)	DENNIS G ZAFARIA	Serial Security Number 560363159
Holdername (Sesd)		Serial Security Number 533509149	Holdername (Sesd)		Serial Security Number 560363159

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

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Planmed Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Other(s) Specify _____	<input type="checkbox"/> Second Home Rider

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