

# UNOFFICIAL COPY

Form 301A 9-90 *Property Tax Form*

ILLINOIS - "An Act to Amend the General Property Tax Law Relating to the Assessment and Valuation of Real Estate"

Illinois ..... 60304 ..... ("Property Address")  
[Space]

[Space]

which has the address of 708 S. RIDGELAND  
OAK PARK

COOK COUNTY RECORDER  
#6705 # D \* 91-507704  
T4444 TRAN 8047 06/25/91 09:48:00  
DEPT-01 RECORDING 417-29

TAX NO. 16-17-116-004

COOK COUNTY, ILLINOIS,  
39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP  
P. WILSON'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE  
LOT 44 AND THE SOUTH 1/2 OF LOT 45 IN BLOCK 6 IN FRANKLIN

described property located in Cook County, Illinois;  
Instrument and the Note, for the sum of One hundred and twenty five thousand, four hundred and forty five dollars and twenty seven cents, principal, interest, and costs, to Lender, the following  
security of this Security instrument and to the payee of this instrument, his heirs, executors and administrators under this Security  
modifications of the Note to the payee of all other sums with interest, and accrued under paragraph 7 to protect the  
securities to Lender in the repayment of the debt evidenced by the Note, with interest, and all expenses, advances, extensions and  
by Borrower's note dated the same date as this instrument ("Note"), which provides for monthly payments  
with the full debt, if not paid earlier, due and payable at July 1, 2021. This Security instrument  
by Borrower's note under the same date as this instrument ("Note"), which provides for monthly payments  
109210, Marion Street, Catonsville, Maryland, 21220, and a home address is  
which is organized and existing under the laws of the State of Maryland, U.S.A., S. 128,000.00.  
("Borrower"), This Security instrument is given to Bank, its successors and/or assigns  
mortgagee is Kenneth A. Javorski, husband, wife, in joint  
tenancy, This Mortgage instrument is given on the 12th day of June 1991.  
THIS MORTGAGE ("Security instrument") is given on the 12th day of June 1991.

## MORTGAGE

[Space Above This Line For Recording Data]

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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. § 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.

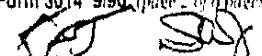
Upon payment in full of all sums secured by this Security Instrument, Lender *shall promptly refund* to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender 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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ACM SIGGRAPH 2003, 12-16 August 2003

Any amounts disbursed by Lender under this paragraph 2 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 Rate set forth above and shall be payable, with interest, upon notice from Lender to Borrower of repayment of the same.

**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, prefable, for condemnation or forfeiture or to a derive 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. In addition, Lender may pay and attorney fees and expenses incurred by a lawyer which has priority over this Security Instrument, if proceeding in court, paying reasonable attorney's fees and attorney's fees and attorney's fees under this paragraph 7, Lender does not have to do so.

The less Leader and follower obtain less income in writing, and application of proceeds of paintings shall not exceed or postpone the due date of the ordinary payments referred to in paragraphs 1 and 2 of clause the amount of the payments. It under paragraph 21 the property shall pass to the follower to the extent of the sum secured by this Security from time to the property prior to the acquisition shall pass to Leader to the extent of the sum secured by this Security.

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 and Lender's security is not lessened, if the property is secured by this Security Agreement, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle the property, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property to settle the claim, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Landor and shall include a standard nonnegotiable clause which contains or provides for a clause which states that the policyholder will not make claim for loss or damage until he has given notice to the company of such loss or damage.

5. **Limited or Property insurance.** If owner's right keeps the improvements from existing or becoming entitled to the property in accordance with paragraph 7.

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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 exceed 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. Noticees.** 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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Form 3014.9-90 (July 1979) Schedule of Expenses

The *asymptotic* behavior of the sequence of bounded random variables in the property

27. Release of all such securities by this Security Instrument and under shall release this Security Instrument without the prior consent of the holder.

As used in this paragraph 20, "affidavits submissions" are those submissions as defined as those of affidavits submissions as used in this paragraph 20.

Attorney shall promptly give written notice of any adverse action taken, demand, claim, suit or other action by any governmental agency or private party involving the Property and any Hazardous Substance or any environmental law or regulation or any other provision of any environmental, health, safety or other applicable law.

**20. Hazarous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or off its properties. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any environmental law. The provision applies to the premises used for the business or trade of the Borrower and to the premises of the business or trade of the Borrower's partners, shareholders, officers, employees, agents, contractors, and assigns.

19. **Safe of Notes** (Change of loanee). The Note or a partial interest in the Note together with this Security instrument may be sold only as part of notes without prior notice to Borrower. A sale may result in a change in the entity which holds the note and address of the new loanee shall be given to Borrower and the address of the new loanee will still state the name and address of the new loanee and the address of the new loanee should be made. The notice will be given within notice of the change in accordance with paragraph 14 above and applicable law. The notice Borrower will be given within notice of the change in accordance with paragraph 14 above and applicable law.

**18. Borrower's Right to Redemptions.** If Borrower meets certain conditions, Borrower shall have the right to have application of this Security for reinstatement before the date of the Property pursuant to any power of sale contained in this Security law may specify (a) 5 days (or such other period as applicable law may provide) for reinstatement; (b) entry of a judgment entitling him to reinstate his Security instrument, if those conditions are then Borrower's; (c) payment of any deficiency or any other expenses incurred in enforcing this Security instrument, plus interest thereon at the rate provided by law; and (d) repossession of the property if he has paid all expenses and interest and the Note as if no acceleration had been declared.

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.

17. Borrower's copy. Borrower shall be given one contemporaneous copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Benefited Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for a benefited interest in Borrower, the original Note and of this Security Instrument, without Lender's prior written consent, Lender may, at his 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.

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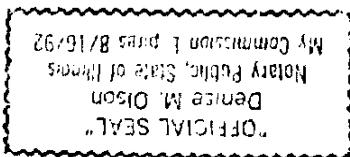
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BANKERS SYSTEMS, INC., ST CLOUD, MN 56301 (1-800-327-2411) FORM MID-IL-2691

RICHMOND, IL 60071  
10910 MAIN STREET

RICHMOND BANK  
BY Saca McGartmacsk

THIS DOCUMENT PREPARED



Notary Public

Given under my hand and official seal, this 12th day of June, 1991.

Subscribed and delivered this instrument as "Richmond, IL" before me this day in person, and acknowledged that "It is my personal knowledge known to me to be the same persons whose name(s) are subscribed to the foregoing instrument, appearing before me this day in person, and acknowledged that they are husband and wife, joint tenancy." A. Javor, a Notary Public in and for said county and state, certify that E. Kenneth, A. Javor, and Shetila A. Javor, wife, undesignated, a Notary Public in and for said county and state, certify that E. Kenneth, A. Javor, and Shetila A. Javor, husband and wife, joint tenancy, whose names are subscribed to the foregoing instrument, are the persons intended by the parties named therein and that they executed the same in their presence and in their hands.

State of Illinois, County ss: Cook County ss:

[Space Below This Line For Acknowledgment]

Social Security Number 359-70-0685

Shetila A. Javor  
Borrower  
(Seal)

Kenneth E. Javor  
Borrower  
(Seal)

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.

- Adjustable Rate Rider
- Grand unified Payne Rider
- Condominium Rider
- 1st Family Rider
- Planned Unit Development Rider
- Katie Improvement Rider
- Biweekly Payment Rider
- Ballloon Rider
- Second Home Rider
- Other(s) specifically

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]

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