

UNOFFICIAL COPY

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91345314

700070880

THIS IS A PURCHASE MONEY MORTGAGE

[Space Above This Line For Recording Data]

MORTGAGE

91345314

THIS MORTGAGE ("Security Instrument") is given on JUNE 27, 1991. The mortgagor is

ADAM S. BONISLAWSKI Single Person.

DEPT-01 RECORDING

\$17.00

1990 - TEAM 1401 07/11/91 12:36:40
S-114-G-A-1-7-3-1-4
Open Credit - No Order

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKFORD dba MEGAVEST CORPORATION

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 612 N. MAIN STREET, ROCKFORD, IL 61103

(Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTEEN THOUSAND FIFTY AND 00/100

Dollars (U.S. \$ 113,050.00).

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 JULY 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:

THAT PART OF LOTS 10 AND 11 IN BLOCK 5 IN I.S. BARTLETT'S SUBMISSION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF HICKORY AVENUE THAT IS 14.8 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 10 AS AFORESAID, THENCE NORTHERLY ALONG THE EAST LINE OF HICKORY AVENUE 80.1 FEET TO A POINT THAT IS EQUI-DISTANT BETWEEN THE NORTHWEST AND SOUTHWEST CORNERS OF LOT 11 AS AFORESAID, THENCE EASTERLY 180.0 FEET TO A POINT IN THE EAST LINE OF SAID LOT 11 THAT IS EQUI-DISTANT BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF SAID LOT THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 10 AND 11 AS AFORESAID 80.25 FEET TO A POINT 14.84 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 10; THENCE WESTERLY 180.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX ID #: 0034408025

which has the address of 218 SOUTH HICKORY AVENUE, BARTLETT, [Street, City]
Illinois

60103

[Zip Code]

("Property Address");

BARTLETT

[Street, City]

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

VNP MORTGAGE FORMS - (313)293-8100 - (800)521-7291
VNP - CR(IL) (9101)

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Form 3016-990

INRANS:

91345314

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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 a by 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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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument is held unconstitutional without the contrary provision, To this end the provisions of this Security Instrument and the Note are declared to given effect without the contrary provision. To this end the provisions of this Security Instrument and the Note are declared to give effect to the contrary provision.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it or by facsimile to Borrower provided for in this Note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and debt 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

12. Successors and Assigns; Joint and Several Liability; C-Signers. The covernaires and agreements of this security instrument shall bind and benefit the successors and assigns of a creditor 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 mortgagee, grant and convey the instrument to the trustee for safekeeping under the terms of this Note; (b) agrees to be personally liable to the trustee for the payment of the principal amount of the Note and interest thereon, and to pay all expenses of collection, including attorney's fees, if any, arising from the enforcement of the Note; and (c) agrees that Lender and any other Borrower, or any agree to extend, modify, forgive or terminate by this Security Instrument, and (d) is not personally obligated to pay the sums Borrower's incurred in the Property under the terms of this Security Instrument. (e) is not personally liable to pay the sums made any accommodations which regard to the terms of this Security Instrument or the Note which it Borrower's consent.

11. Borrower Not Released; Forbearance; Extension of the time for payment or modification of the due date of the note by the holder, by whomsoever made, is a change in the terms of the note.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone payment of the amount of such payments.

If the Property is abandoned by its Socie^t, or if, after notice by Borrower, or if, after notice by Lender, to Borrower that the condemnor offers to make an award of a certain sum 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.

• 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be applied to the sums secured by the Property in accordance with the following:

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

9. Inspection. Lender or its Agent may make reasonable entries upon and inspect the Premises at all times during the term of this Agreement for the purpose of ascertaining whether the Premises are being used in accordance with the terms hereof.

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

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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 insurance premium ceases to be in effect, Borrower shall pay the premiums required to obtain coverage subsequently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the original coverage subsequently equivalent to the mortgage insurance previously in effect, from an alternative mortgage lender at a cost substantially equivalent to the original coverage subsequently equivalent to the mortgage insurance previously in effect, or to Lender if Lender lapses or ceases to be in effect, Borrower shall pay the premium required to maintain the mortgage insurance in effect until such time as the premium required to maintain the mortgage insurance in effect is paid in full.

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 disbbursement at the rate payable, with interest, upon notice from Lender to Borrower requesting payment.

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, probable, 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, and Lender does not have to do so.

Unlessas Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace property damaged, if the restoration or replacement is reasonably feasible or Lender's security would be lessened. If the restoration or replacement 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 lessened, 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 restore the property or to pay sums secured by this Security Instrument, whether or not lessened. The 30-day period will begin when the notice is given.

Unlessas Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the note or any payments received 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 is transferred to Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the property is transferred to Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the property is transferred to Lender.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard moratorium clause. Leander shall have the right to hold the policies and renewals in the event of loss. Borrower shall give prompt notice to the insurance carrier and Leander premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leander. Leander may make proof of loss if not made promptly by Borrower.

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 Lennder requires insurance. This insurance shall be maintained in the amounts and for the periods that Lennder requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lennder's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lennder may, at Lennder's option, obtain coverage in place of Lennder's rights in the Property in accordance with Paragraph 7.

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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 in relation 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)]

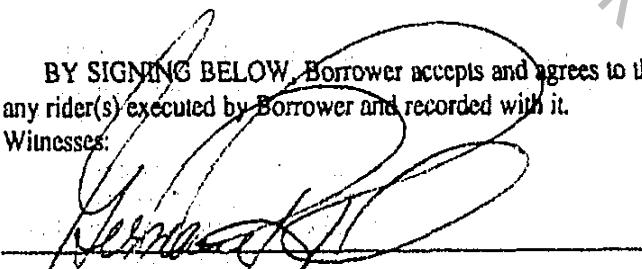
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 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.

Witnesses:



(Seal)

-Borrower

Social Security Number

(Seal)

-Borrower

Social Security Number

(Seal)

-Borrower

Social Security Number

(Seal)

-Borrower

STATE OF ILLINOIS,

County ss:

ADAM S. BONISLAWSKI

(Seal)

-Borrower

Social Security Number

STATE OF ILLINOIS,

I, RUSSELL C. WIRICKI, a Notary Public in and for said county and state do hereby certify that

ADAM S. BONISLAWSKI

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

27th

day of June, 1991.

My Commission Expires:

4/25/95

This Instrument was prepared by:

CAROL ANN

MEGAVEST CORPORATION

1000 N. MEADOWLANDS NEW WILKE ROAD, SUITE 1000
ROLLING MEADOWS, IL 60008

"OFFICIAL SEAL"

RUSSELL C. WIRICKI

Notary Public, State of Illinois

My Commission Expires 4-25-95