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WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORPORATION

8100 OAK LANE
MIAMI LAKES, FL 33016
LOAN NUMBER: 50-504344-3

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JULY 25TH , 1991**.
The mortgagor is **ZLOTORZYCKI AND ELIZABETH ZLOTORZYCKI, HIS WIFE**
WILLIAM ZEMIERZ

LOAN AMERICA FINANCIAL CORPORATION
which is organized and existing under the laws of **FLORIDA**
8100 OAK LANE, MIAMI LAKES, FL 33016

("Borrower"). This Security Instrument is given to
("Lender"). Borrower owes Lender the principal sum of
SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100
Dollars (U.S. \$ **67,500.00**). 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
AUGUST 1ST, 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:

THE EAST 1/2 OF LOT 6 IN HARRINGTON SUBDIVISION OF LOTS 6, 7 AND 8
IN BLOCK 2 IN A T MC INTOSH AND COMPANY 2ND ADDITION TO RIVER VIEW,
BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 09-28-116-050

91388845

which has the address of **1620 PROSPECT**

[Street]

, DES PLAINES
(City)

Illinois **60018**
[Zip Code]

("Property Address");

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 107811 (9103)

MFIL3112-04/91

Form 3014 9.90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
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General Liability Insurance Form No. 1
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(508nd o fo 2 28nd) 0645 2105 0000-1

shall satisfy the lessor or lessee one or more of the actions set forth above within 10 days of the giving of notice.

Exercising the payments
Borrower shall promptly discharge any loan which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lenders; (b) contributes in good faith to the loan by, or deems unusual circumstances of the loan, in legal proceedings which in the Lender's opinion operate to prevent the collection of the loan; or (c) secures from the Lender or Lenders any part of the loan by, or deems unusual circumstances of the loan, in legal proceedings which in the Lender's opinion operate to subordination of the loan to this Security Instrument, Lender deems may give Borrower a notice demanding the return. Borrower which may attain priority over this Security Instrument, Lender deems that any part of the Property is subject to a lien subordination of the loan to this Security Instrument, Lender deems may give Borrower a notice demanding the return. Borrower which may attain priority over this Security Instrument, Lender deems may give Borrower a notice demanding the return.

4. **Chargers; Lien.** Borrower shall pay all taxes, assessments, charges, liens and impositions attachable to the property which may arise pursuant to this Security Instrument, and leasehold payments of ground rent, if any. Borrower under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts

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 principal due; fourth, to principal due; and last, to any late charges due under paragraphs 2 and 3.

delegitimacy in no more than twelve months by payment, as Lender's sole discretion;

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 is not sufficient to pay the Escrow Lien 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.

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 a corporation or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, unless Lender may not carry博罗威特 for holding and applying like the Funds, unusually analyzing the escrow account or verifying the Escrow items, unless Lender pays Borowever interests on the Funds and permits Lender to make such a charge. However, Lender, may require Borowever to pay a one-time charge for an independent real estate reporting service used by Lender in connection with his loan, unless applicable law prohibits Lender from doing so or contains a provision similar to the following:

amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and amounts estimated by Lender as of future dates or otherwise in accordance with such standards below.

insurance premiums, if any); (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, to successor with the proviso of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "your items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender to a federally related mortgage loan may require for Borrower's account under the federal Residential Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law allows such a lesser amount if so. Lender may, at any time, collect and hold Funds in an amount a lender may require for Borrower's account under the federal Residential Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise

THIS SECURITY INSTRUMENT CONSTITUTES A SECURITY INSTRUMENT FOR NATIONAL USE AND NON-NATIONAL COVERAGES WITH LIMITED VARIATIONS BY PURCHASEE TO CONSTITUTE A SECURITY INSTRUMENT COVERING REAL PROPERTY.

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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כתובת רשות הרכבת הפולנית Warszawa

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18. Borrower's Right to Resist. If Borrower needs certain conditions, Borrower shall have the right to have enforcement of this instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Borrower's Right to Resist.

"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 of the rights set forth in this Section, notwithstanding any provision to the contrary contained in any note or document of Borrower."

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.

13. 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 of this Security Instrument or the Note are given effect without the concluding provision. To this end the provisions of this Note are

14. Notices. Any notice to Bonowever provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address of the debtor's principal place of business or to his or her home address if different.

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 interests 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 such charges, and that law is finally interpreted so that the interests or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce such charges; (b) any sums already collected from Borrower which exceeded permitted limits will be returned to Borrower. Lender may choose to make this refund by reducing principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal without any prepayment charge under the Note,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offices 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, whichever of not then due.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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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.

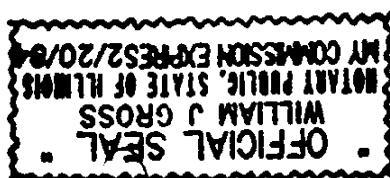
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 3014 7/90 (page 6 of 6 pages)
100-200-000-0000 □ 600-300-0000 □ FAX 616-761-1111
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TREC 10206 (9/90)



LOAN AMERICA FINANCIAL CORPORATION,
8100 OAK LANE, MIAMI LAKES, FL 33016
(Name) _____
(Address) _____

This instrument was prepared by _____

Handy Parkie
25TH day of JULY 1991

3-30-94
My Commission expires

Given under my hand and official seal, this

forth.

and delivered the said instrument as check _____

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

• personally known to me to be the same person(s) whose name(s) are

J.W. LODZIMIER

do hereby certify that ~~LEONARD SZEPEK~~ ZLOTORYCKI AND ELIZABETH ZLOTORYCKI, HIS WIFE

, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS.

Social Security Number _____

Social Security Number _____
Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this
Security instrument and in any rider(s) executed by Borrower and recorded with it.

- | | | | | | | | | |
|--------------------------|--------------------------|--------------------------|-----------------------------|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Adjustable Rate Rider | Condominium Rider | 1-4 Family Rider | Grandfathered Payment Rider | Planned Unit Development Rider | Race Improvement Rider | Second Home Rider | Balloon Rider | Other(s) (specify) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- Instrument (Check applicable box(es))
- 2A. 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 stand and support this Security instrument, the covenants and agreements of each such rider shall be a part of this Security instrument (Check applicable box(es))