

UNOFFICIAL COPY

LOAN NUMBER: 6561807
RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB
1301 BASSWOOD, SUITE 340
SCHAUMBURG, IL 60173

[Space Above This Line For Recording Data]

MORTGAGE

02102075

THIS MORTGAGE ("Security Instrument") is given on **MAY 27, 1992** . The mortgagor is
TADEUSZ WISNIEWSKI AND WANDA WISNIEWSKI, HIS WIFE

("Borrower"). This Security Instrument is given to
UNITED SAVINGS ASSN OF TEXAS FSB

DEPT-01 RECORDING \$33.50
TWS5555 TRAN 7972 06/08/92 10:30:00
#9771 # --92-402075
COOK COUNTY RECORDER

which is organized and existing under the laws of **THE UNITED STATES** , and whose
address is **3200 SOUTHWEST Fwy, SUITE 2000 HOUSTON, TX 77027**
("Lender"). Borrower owes Lender the principal sum of
NINETY SEVEN THOUSAND AND 00/100

Dollars (U.S. \$ 97000.00).

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 **JUNE 01, 2022** . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

**LOT 46 AND THE NORTH 7 FEET OF LOT 45 IN ORIOLE PARK COUNTRYSIDE
BEING A SUBDIVISION OF LOT 4 (EXCEPT THE WEST 20 ACRES THEREOF) IN
CIRCLIP COURT PARTITION OF THE EAST HALF OF THE SOUTH EAST 1/4 OF
THE SOUTH EAST 1/4 AND THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4
AND THE WEST 12.29 CHAINS ON THE NORTH LINE AND THE WEST 12.27 CHAINS
ON THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS.**

which has the address of **5084 N OLYMPIA AVE.**

CHICAGO

[Street, City].

Illinois **60656**

("Property Address");

(Zip Code)

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

VMP-6R(IL) (9101)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7201

Page 1 of 8

Form 3014 6/90
Initials: J.H./W.W.

UNOFFICIAL COPY

Form 3014-9790

4. **Chargers; Liens.** Borrower shall pay all taxes, assessments, charges, fines and importations attributable to the Property which may attain priority over this Security Instrument, and last-mentioned payments of record rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them in due 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.

and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2 and, to interest due (ordinary, or principal due); and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 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

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 Elarrow 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 months by Lender's sole discretion.

The Funds shall be held in an institution whose depositary is 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 Extraordinary items, Lender may not charge Borrower for holding and applying the Funds, annually summarizing the account, or verifying the Extraordinary items, unless Lender has a charge for all sums secured by this Security Instrument.

1. Payment of Premium 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.

INTEGRATED GOVERNANCE is a dynamic process that follows a four-step approach:

THIS SECTION IS FOR USE IN THIS FORM ONLY. DO NOT FILL OUT ANY OTHER SECTION OF THIS FORM.

great and convey the Property and that the Property is unencumbered, except for encumbrances in record. Furthermore, whatever warranties and all defined generally the title to the Property against all claims and demands, subject to any encumbrances of record.

All of the foregoing is referred to in this Security Instrument as the "Property".

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.

UNOFFICIAL COPY

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 Lender requires insurance. This insurance shall be maintained in the amounts and 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 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's 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

UNOFFICIAL COPY

13. 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 of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it under the Note, by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary 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 designs by notice to Borrower. Any notice to Borrower given by notice to Lender shall be given by first class mail to Lender or to Lender's attorney at law if Lender has one. Notice given to Lender or Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 of 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. In either case, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. **Accessories and Assigments**: Joint and several liability, in damages, The convenants and affirmements 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 affirmements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note, or is co-signing this Security instrument only to mortgage, shall convey this instrument to the Lender under the terms of this Note, or any other instrument executed by Borrower.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification 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 release the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower if such extension of the time for payment or modification of the sums secured by this Security Instrument is made by the original Borrower or Borrower's successors in interest for the benefit of Lender only.

Under and Borrower otherwise in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

In the property is deposited a copy of power, of it, and a note by Lender to Borrower that the condominium units to make up

16. **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 assumed and shall be paid to Seller.

¹⁴ "Inspection," *Encarta* (Microsoft), Microsoft Encarta Online Encyclopedia, Microsoft Corp., 1995-2000.

UNOFFICIAL COPY

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 Serviceer. 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 Serviceer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Serviceer unrelated to a sale of the Note. If there is a change of the Loan Serviceer, 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 Serviceer 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 which 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.

UNOFFICIAL COPY

Form 3014 8/80

PAGE 8 OF 8

WMP-BR(IL) 19101

My Commission Expires 6/20/93

JEANNE T TULLO
OFFICIAL SEAL

Atty Commission Expires

Given under my hand and official seal, this 27th day of July 1991
Signed and delivered the said instrument as **that** 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 **they**
personally known to me to be the same person(s) whose name(s)

TADEUSZ WISNIEWSKI AND WANDA WISNIEWSKI, HIS WIFE

a Notary Public in and for said county and state do hereby certify that

<p>Borrower (Seal)</p> <p>WANDA WISNIEWSKI Social Security Number 3Y3 76-68211</p> <p>TADEUSZ WISNIEWSKI Social Security Number 3Y2 76-6881</p>	<p>Cook County As: Social Security Number Borrower (Seal)</p> <p>TADEUSZ WISNIEWSKI Social Security Number 3Y3 76-68211</p>	<p>STATE OF ILLINOIS Social Security Number Borrower (Seal)</p>
---	---	---

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

- [Check applicable boxes]
- Adjustable Rate Rider
 - Continguum Rider
 - 1-4 Family Rider
 - Grandparent Rider
 - Plumb Line Development Rider
 - Rate Impovement Rider
 - Biweekly Payment Rider
 - Graduated Payment Rider
 - V.A. Rider
 - Second Home Rider
 - Other(s) [Specify]

Security instrument, its addendums and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
The coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this
Security instrument. If one or more riders are executed by Borrower and recorded together with this

32-3972-25