UNOFFICIAL COPY

		MORTGAGE
`		
ŧ	HIS MORTGAGE ("Socurity Instrument") is g	
		TA A. KABAK. HUSBAND AND WIFE ("BOHOW
This Southien	equity instrument is given to CHAMP LON is organized and existing under the taws of	FEDERAL SAVINGS AND LOAN ASSOCIATION UNITED STATES OF AMERICA . and whose additional control of the control of
	115 E. WASH NOTON STREET BLOO	MINGTON, IL 81701 ("London")
Borrow		Y FOUR THOUSAND FIVE HUNDRED AND NO/100 100,00). This dobt is evidenced by Borrower's note dated the same
as this	Security Instrument (1900), which provide	as for monthly payments, with the full dobt, if not paid earlier, due and payable
the No		Security Instrument secures to Lander: (a) the repayment of the debt evidence; hs and modifications of the Note; (b) the payment of all other sums, with inter
advand	ced under paragraph 7 to such of the security	ly of this Security Instrument; and (c) the performance of Borrower's covenants
	nents under this Security Instrument and th r the following described property located in	ne Note. For this purpose, Borrower does hereby mortgage, grant and conve
	Ox	
		4
		AND 14 IN JEDCK 19 IN ARTHUR T. MCINTOSH
		SUBDIVISION OF THE WEST 1/2 OF SECTION 15 AND TOWNSHIP 36 NOTEH, RANGE 13, EAST OF THE THIRD
	PRINCIPAL MERIDIAN, IN COOK	COUNTY, ILLINOIS
	TAX ID #28-16-208-025	
		()
		MENT -01 RECORDANCE
		1,3555 Hair 8033 06/11/92 13 2,305 8 1 1057:2 4 1 /3 -
		COUNTY TO CORRECTE
ahiah h	nas the address of <u>4820 W. 154TH s</u>	ST. OAK FOREST

now of 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unancumbered, 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.

ILLINOIS Single Family Famile Mas/Freddle Mas UNIFORM INSTRUMENT

(page 1 of 4 pages) Loan ID: 035-00332805

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Property of Cook County Clerk's Office

UNIFORM COVENANTS, Bond

interest on the debt evidenced by the Nete and any prepayment and late charges due under the Nete. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written walver 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Berrower to Londer, 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 errount not to exceed the maximum amount a lender for a hoderally related mortgage lean may require for Berrower's escrow account under the lodgetal Real Estate Sattlement Procedures Act of 1974 as amended term time to time, 12 U.S.C. Section 2001 of 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 tesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of luture Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a loderal agency, instrumentality, or emity (including Lender, if Lender is such an institution) or in any Faderal 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 ascrow account, or verifying the Escrow items, unless Lander pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Elorrower 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 officivise. Unless an agreement is made or applicable law requires interest to be paid, Lander 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 socured by th'. Socurity Instrument, If the Funds hard by Lander 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 teams 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 Lander's sole discretion

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

3. Application of Payments. Union applicable law provides atherwise, 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

shall be applied: It is, to any propaymonic excitos 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 lastes, assessments, charges, lines and impositions attributable to the Proparty which may attain priority over this Security Instrument, and trase hold payments or ground roots, it any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly to the person ewed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Benewer shall premptly lumish to Lender receive evidencing the payments.

Borrower shall promptly discharge any tien which his piletity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a man or acceptable to Londer; (b) contests in good talth the fien by, or entends against enforcement of the tien in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory of Linder subordinating the lien to this Security Instrument. If Lender determines that any pair of the Property is subject to a lien witch may attain priority over this Security Instrument, Lender may give Dorrower a notice identifying the tien. Borrower shall satisfy the tien or ake one or more of the actions set forth above within 10 days of the diving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against less 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 amount 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 Properly 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 Leader requires, Borrower shall promptly give to Leader till receipts of paid pramiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance cather and Leader may make proof of loss if not made promptly by Borrower.

Unless Lander 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 leadible and Lender's security is not leasened. If the restoration or repair is not economically feasible or Lendor'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 efforted to settle a claim, then Linde may collect the insurance proceeds. Lander may use the proceeds to repair or restore the Property or to pay sums secured by this Servery Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower observings agree in writing, any application of proceeds to principal shall not exercise to pastpone 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 (2.15) 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.

8. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower shall excupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occurs the Property as Borrower's minicipal residence within the expense.

instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year alter the discontinuency, unless Lender otherwise agrees in writing, which consent shall not be unreaschably 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 Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lion 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 ather material impairment of the lien created by this Socurity Instrument or Lendot's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially talso or inaccurate information or statements to Lander (or failed to provide Londer with any material information) in confection with the lean evidenced by the Note, including, but not limited to, representations concerning Berrower's occupancy of the Property as a principal residence. If this Security Instrument is on a teasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the teasehold and the twe title shall not merge unless Lunder agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. Il Borrowor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation of folletture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lander'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.

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Any amounts dispursed by Lander under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lander agree to other terms of payment, these amounts shall bear interest from the date of

dispersement 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 malniab the mortgage Insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses of ceases to be in effect, Borrower shall pay the pramitims 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 morgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not available. Betrower 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 flew 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 insular 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 martgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entities 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 of claim for damages, direct or consequential, in connection with any condemnation

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 to 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 teking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the eyint of a partial taking of the Property In which the fair market value of the Property immediately before the taking is less than the arm on of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable to the sums secured by this Security Instrument whether or not the sums are than Jue.

If the Property is abandoned by Enrower, or if, after notice by Lender to Element that the condemnor offers to make an award or settle a claim for damages, Borrowr (1) its to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at it option, either to restoration or repair of the Property or to the surns secured by this Security

Instrument, whether or not then due.

Unless Lender and Borrower etherwise and rain writing, any application of proceeds to principal shall not extend or postpone the due

date of the monthly payments referred to in paragroohs. Fand 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Society instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrow's in Borrow's successors in Interest, Lender shall not be required to communic proceedings against any successor in interest or reduce 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 \$2.50 be a waiver of or proclude the exercise of any right or remedy.

forbearance by Lender in exercising any right or remedy \$1.2. Inot be a waiver of or proclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Itahilly; Co-signers. The covenants and agreements of this Security Instrument shall brind and benefit the successors and assign; 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, Instrument or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consult.

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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this returnd by reducing the principal owed under the Note or by making a direct payment to Borrower. If a returnit reduces

principal, the reduction will be treated as a partial prepayment without any prepayment of imperunder the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by lirst class mail unless applicable law requires use of another method. The hotice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by in it class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for at 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 lederal law and the fix of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the fixed coefficient with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting

provision. To this end the provisions of this Security instrument and the Note the declared to be severable.

18. 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 it exercise is prohibited by leders law as of the date of this Security Instrument.

If Lander exercises this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not tess 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 Bottower fails to pay these sums prior to the expiration of this period, Lender thay 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 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement or 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. These containes are that Borrower: (a) pays Lander 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 coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' less; and (d) takes such action as Lander 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 by this termain fully affective as if no acceleration had occurred. 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 Berrower. 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 Sacurity 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.

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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, not allow anyone also 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

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 remediat

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, kerosone, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile selvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal 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:

- NON-UNIFORM COVENANTS. Borrower and Lander further covenant and agree as follows:

 21. Acceleration, Remadies, 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, forector are by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after and leration 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 for cires this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the ran edies 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 Socurity Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower should pray any recordation costs.

23. Walver of Homestead, Borrov or waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument, if one of more riders are executed by Berrower and recorded together with this Security instrument, the covenants and agreements of each such tider shall be incorporated into and shall arriend and supplement the covenants and agreements of this Security Distrainent as if the rider(s) were a plant of this Security Instrument, (Check applicable box(es))

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	Adjustable Rate Rider	Condi	ominium Rider		1.4 Family Rider		
	Graduated Payment Rider	P ani)o	od Unit Development Rider		Biweakly Payment Ric	101	
	Balloon Rider	Rato	nprovement Filder		Second Home Rider		
	Other(s) (specify)		Co.				
	SIGNING BELOW, Borrower account by Borrower and recorded		to the terms and covenants (contained ir	n this Security Instrume	ont and in any	
Witnesses:			allow?	de	<u>E</u>	(Soal)	
			ALEX D. KABAK Social Security Number	04.		-Borrower	
			Patricia	Cille	bake	(Soai)	
			PATRICIA A. KABA Social Security Number			Bottower	
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