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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 lower 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 otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Any anomalies detected by Landor under this paragraph 7 shall become additional detail of Bortowar secured by the Society instrument. Under Bortowar and Landor agree to other terms of payment, these amounts shall bear interest from the date of

7. Promulgation of Lawnder's Rights in the Property. If however, fails to perform the joint and several contracts contained in this Deed, Security Interim, or there is a legal proceeding that may significantly affect Landor's rights in the Property (such as a proceeding in bankruptcy, probate, for confirmation of title or to enjoin laws or regulations), then Landor may do and pay for whatever is necessary to protect the value of the Property and Landor's rights in the Property. Landor may take action under the Deed, Security Interim, or any other instrument to make repairs. Although Landor may take action under the Deed, Security Interim, or any other instrument to make repairs, Landor may take action under the Deed, Security Interim, or any other instrument to make repairs. Although Landor may take action under the Deed, Security Interim, or any other instrument to make repairs, Landor may take action under the Deed, Security Interim, or any other instrument to make repairs.

6. Occupancy, Perpetuities, Incapacities and Provisions of the Property; Borrower's Lease Application; Leasehold.

Borrower shall occupy, leasehold, and use the Property as Borrower's principal residence within sixty days after the conclusion of this Security Interest and shall continue to do so until 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 circumstances otherwise beyond Lender's control. Borrower shall not destroy, damage or impair the Property or allow the Property to deteriorate, or commit waste in the Property. Borrower shall be in default if any forcible action or proceeding, whether civil or criminal, is begun against Lender, or if good faith judgment could result in forfeiture of the Property or otherwise materially impair the loan granted by the SecuritY. Borrower may cure such a defect and related expenses, as provided in paragraph 18, by curing it or procuring to be dimmed with a ruling of Lender's good faith determination of the amount of damages to a portion of the property or otherwise resulting from Lender's security interest, Lender shall have the right to deduct such amount from the principal balance of the Note.

Otherwise materially impairing the loan granted by the SecuritY, Lender's security interest. Borrower may cure such a defect and related expenses, as provided in paragraph 18, by curing it or procuring to be dimmed with a ruling of Lender's good faith determination of the amount of damages to a portion of the property or otherwise resulting from Lender's security interest, Lender shall have the right to deduct such amount from the principal balance of the Note.

Unless Landlord fails to deliver otherwise in writing, any application of proceeds to principal shall not extend or postpone payment prior to the completion date.

lithes Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to reduction of principal by Borrower;

All insurance policies and renewals shall be susceptible to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender's request, 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.

5. Standard of Property Insurance. Borrower shall keep the property covered on the Policy insured against losses by fire, hazards included within the term "extended coverage" and any other hazards, including aggregate insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, for which Lender requires insurance. This insurance shall be chosen by Lender's agent providing, if necessary, to provide insurance coverage to protect Lender's interest in the property in accordance with Paragraph 7.

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument, only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

23. Without or Homeowner. Borrower waives all right of homestead exemption in the Property.

22. Releasee, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument held to, reasonable attorney's fees and costs of the evidence.

21. Acceleration of Government, Borrower shall give notice to acceleration following the power's breach of any covenant or agreement by the Security Instrument (not later than 30 days from the date of default or before the date of default) (a) the condition required to cure the default; and (b) specifying the nature and extent of the breach.

22. Acceleration of Government, Borrower shall give notice to acceleration following the power's breach of any covenant or agreement by the Security Instrument (not later than 30 days from the date of default or before the date of default) (a) the condition required to cure the default; and (b) specifying the nature and extent of the breach.

↳ [View the full article in the journal's website](#)

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as, "anyic or hazardous substances by Environmental Protection Agency, or any other agency or organization which has been designated by the State of California to regulate such substances."

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20. **Hazardous Substances.** Borrower shall not cause or permit the manufacture, storage, or release of any hazardous substances in violation of any applicable laws.

19. Sale of Note or more times without notice to Borrower. A sale may result in a change in the entity which may be sold one or more times without notice to Borrower. This Securitization instrument under Note Covenants of Loan Servicer. The Note or a partial interest in the Note (together with this Securitization instrument under Note Covenants of Loan Servicer) may be sold one or more times without notice to Borrower. A sale may result in a change in the entity which may be sold one or more times without notice to Borrower. This Securitization instrument under Note Covenants of Loan Servicer.

Securitization of any other instruments or assets than those under the Note would be due to the Noteholder's discretion and the Noteholder may exercise such discretion at any time.

17. Borrower's Right to Retract. If Borrower makes certain conditions, Borrower shall have the right to have those conditions met before the date of this Security Instrument. If Borrower fails to do so, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

18. Borrower's Right to Revoke. If Borrower makes certain conditions, Borrower shall have the right to have those conditions met before the date of this Security Instrument. If Borrower fails to do so, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

17. Transfer of Property or a Beneficial Interest in Power. If all or any interest in it is sold or transferred, a copy of this instrument shall provide a period of not less than one year from the date of recording for the new owner to record his or her name as owner of the instrument. However, if a person shall not be credited by Lender or exercise its privilege to record law as of the date of this instrument. Nevertheless, if a person shall not be credited by Lender or exercise its privilege to record law as of the date of this instrument, he or she may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, if a person shall not be credited by Lender or exercise its privilege to record law as of the date of this instrument, he or she may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

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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:

Beth Patterson

ALEXANDER GRZYB

(Seal)
-Borrower

Susan B. Grzyb

SUSAN R. GRZYB

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

Oak

County ss:

I, the undersigned Alexander Grzyb & Susan R. Grzyb, a Notary Public in and for said county and state do hereby certify that personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th

day of February, 1992.

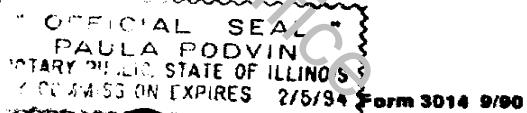
My Commission Expires:

This Instrument was prepared by:

JENNIFER DEMIRO

RECORD AND RETURN TO: Page 8 of 8
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEADOWS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

Notary Public



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APPROPRIATED; ALL OF THE VACATED 16 FT. ALLEY LYING EAST OF AND ADJOINING THE NORTH PART OF LOT 2 IN MATTIE'S SUBDIVISION AFORESAID, SAID ALLEY VACATED BY ORDINANCE PASSED MARCH 10, 1971 AND RECORDED MAY 3, 1971 AS DOC. NO. 21466113, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF W. HUGENIE ST. WITH THE WEST LINE OF NO. LARABEE ST.; THENCE SOUTH ALONG THE WEST LINE OF NORTHERLY LARABEE STREET, A DISTANCE OF 490.45 FEET; THENCE WEST, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 58.47 FEET; THENCE SOUTH AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 2.26 FEET; THENCE WEST, AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 29.43 FEET; THENCE WEST AT 90 DEGREES TO THE WEST LINE OF SAI'D HEREBON COURSE, 32.32 FEET; THENCE WEST AT 90 DEGREES TO THE WEST LINE OF SAI'D TRACT; THENCE SOUTH, COURSE, 11.90 FEET, TO THE WEST LINE OF SAI'D TRACT; THENCE SOUTH, 10.23 FEET TO A POINT ON THE NORTH LINE OF SAI'D TRACT, SAI'D POINT BEING 91.04 FEET EAST OF THE NORTH LINE OF SAI'D TRACT; THENCE WEST, ALONG THIS MASTERLY PROJECTION OF THE NORTH LINE OF SAI'D TRACT, BEING 91.04 FEET IN THE DECLARATION OF EASEMENT DATED JANUARY 1, 1985 AND RECORDED APRIL 17, 1985 AS DOCUMENT 27515495 AND FILED APRIL 17, 1985 AS DOCUMENT 143,430579.

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