

# UNOFFICIAL COPY

92584967

513089626  
S  
CD  
8000  
Property of Cook County  
Recording Office  
33

DEPT-01 RECORDING \$33.00  
T#6666 TRAM 8750 08/06/92 15:44:00  
4545 B \*-92-584967  
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 29TH, 1992  
The mortgagor is GEORGE GRELCK AND DARLINE GRELCK , HIS WIFE,

(Borrower"). This Security Instrument is given to  
COMMUNITY SAVINGS BANK  
which is organized and existing under the laws of THE STATE OF ILLINOIS  
4801 WEST BELMONT AVENUE, CHICAGO, ILLINOIS 60641  
, and whose address is

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED THOUSAND AND 00/100  
Dollars (U.S. \$ 100,000.00). This deb. is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
JULY 1ST, 2007. 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 EIGHTY-THREE (83) IN WILLIAM ZELOSKY'S ROSEDALE MANOR, BEING A SUB-  
DIVISION OF THE NORTHWEST QUARTER (NW-1/4) OF THE SOUTHEAST QUARTER  
(SW-1/4) OF SECTION FIVE (5), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN  
(13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 13-05-309-034.

92584967

which has the address of

Illinois

5820 N. MULLIGAN AVENUE  
(Street)

60646  
(Zip Code)

("Property Address"):

CHICAGO  
(City)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1078 (0202)

CSB92000361

BOX 331

Form 3014-998 (page 1 of 6 pages)  
Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-530-4393 ■ FAX: 846-799-1131

# UNOFFICIAL COPY

Form 301A (page 6 of 6 pages) D-6/6

A rectangular seal with a decorative border containing the text "NOTARY PUBLIC SEAL" at the top and "ILLINOIS" at the bottom.

CONSTRUCTION ATTORNEY  
4801 W. Belmont Ave.  
Chicago, Illinois 60641

This instrument was prepared by  
Loan No. 13678-0

Navy Public

LOAN NO. 13678-0

My Commission expires:

Given under my hand and official seal, this

١٥٧

· personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signified and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.

do hereby certify that GEORGE GELICK AND MARILYN GELICK, HIS WIFE

**THE QUADRATIC EQUATION**

do hereby certify that

三

258 Ayuntamiento

200

-Bottomer

፩፭፻፯

-BOMBER-  
(B3C) —

۱۰۸

XXVII

BY SIGNING BELOW, Barrower 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.

**Differ(s) (specify)**

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-A Family Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Ballroom Rider	<input type="checkbox"/> Second Home Rider
--	--	---	--	---	---	---	---	--

**24. Riders to the 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.

# UNOFFICIAL COPY

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 attorney's 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 action 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 at 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.

92584967

# UNOFFICIAL COPY

Form 3014 9/90 (page 2 of 6 pages)

BORROWER COVENANTS that Borrower is lawfully instrumented to do all things 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 instrumented to do all things 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 instrumented to do all things 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".

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment instrument and late charges due under the Note.

2. Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payment may attain priority over this Note until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments payable on the estate hereby conveyed and has the right 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 not charge escrow items, unless it applies for a one-time escrow service used by Borrower to make such a charge. However, Lender may agree to escrow items when due, unless otherwise provided in writing. And, in the Escrow items, Lender is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing. And, in the Escrow items, Lender may not charge escrow items, unless it agrees to escrow items to make up the deficiency.

The Funds shall be held in an escrow account which permits the payment of taxes and applicable law. Lender shall account to this Secuity instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Secuity instrument.

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 months, at Lender's sole discretion. Borrower shall promptly refund to Borrower any sum paid by Lender held by Lender in full of all sums accrued by this Secuity instrument, Lender shall promptly refund to Borrower any sum paid by Lender held by Lender, shall apply to Lender at the time of acquisition of such as a credit against the sums paid by Lender to the person owed payment. If, under paragraph 2, 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 of such as a credit against the sums paid by Lender to the person owed payment.

Upon payment in full of all sums accrued by this Secuity instrument, Lender shall promptly refund to Borrower any sum paid by Lender to the person owed payment, unless applicable law provides otherwise. Unless applicable law provides otherwise, Lender shall apply to Lender the amount of all sums accrued by this Secuity instrument or to the amount paid by Lender to the person owed payment, whichever is greater. If, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any sum paid by Lender to the person owed payment.

4. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions Borrower to the person owed payment. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this payment. If Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person owed payment. Property which may attain priority over this Secuity instrument, and leasehold payments of ground rent, if any, Borrower shall promptly discharge any lien which has priority over this Secuity instrument unless Borrower: (a) agrees

in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contributes in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) settles the dispute between the parties to the satisfaction of the court or other tribunal having jurisdiction over the dispute.

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 one or more of the actions set forth above within 10 days of the giving of notice.

# UNOFFICIAL COPY

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.

**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



# UNOFFICIAL COPY

Loan No. 13578-0

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29<sup>TH</sup> day of JULY 19 92,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed  
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
COMMUNITY SAVINGS BANK (the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:  
5820 N. MULLIGAN AVENUE, CHICAGO, IL 60646

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

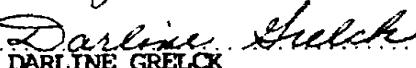
**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

92584987

  
GEORGE GRELCK

(Seal)  
Borrower

  
DARLINE GRELCK

(Seal)  
Borrower



(Seal)  
Borrower



(Seal)  
Borrower

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office