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DEPT-01 RECORDING \$31.50
T41111 TRAN 6792 09/18/92 15:28:00
\$6077 ; *--92-695880
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 11TH, 1992**
The mortgagor is **HENRYK KAZMIERCZAK AND LIDIA KAZMIERCZAK , HIS WIFE,**

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

ONE HUNDRED THOUSAND AND 00/100 ("Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ **100,000.00**). 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
SEPTEMBER 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**

LOT FIFTY-EIGHT (58) IN MAYFIELD BEING A SUBDIVISION OF THE NORTH THIRTY County, Illinois:
FIVE (35) ACRES OF THE WEST HALF (W-1/2) OF THE NORTH WEST QUARTER (NW-1/4)
OF SECTION TWENTY-TWO (22), TOWNSHIP FORTY-ONE (41) NORTH, RANGE TWELVE
(12), EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT DOCUMENT RECORDED
DECEMBER 7, 1946 AS DOCUMENT NO. 13960553 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: **09-22-121-001-0000.**

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which has the address of

1775 EVERGREEN LANE
60068 (Street)
Illinois (Property Address");
60068 (Zip Code)

PARK RIDGE

(City)

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876 (9202)

CSB92000402

BOX 331

Form 3014 9/90 (page 1 of 6 pages)

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3/50

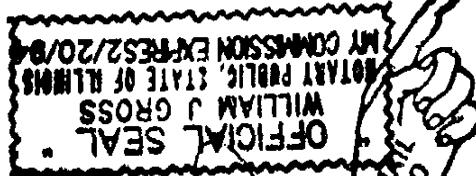
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CHICAGO, ILLINOIS 60641
4801 WEST BURGESS AVENUE

Form 301A 1990 (Page 6 of 6 pages)

COMMUNITY SAVINGS BANK

CHICAGO, ILLINOIS 60641
4801 W. BURGESS AVE.
COMMUNITY SAVINGS BANK
ATTORNEY



POLY 331

Notary Public

Given under my hand and official seal, this
day of September, 1992

This instrument was prepared by
Loan No. 13722-1

3-AQ-94

My Commission expires:

Given under my hand and official seal, this

forth.

and delivered the said instrument as **Their**
free and voluntary act, for the uses and purposes herein set

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

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

do hereby certify that **Henryk Kazmierczak**
Lidia Kazmierczak

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

County ss:

STATE OF ILLINOIS.

Borrower
(Seal)

LIDIA KAZMIERZAK

Borrower
(Seal)

HENRYK KAZMIERZAK

Borrower
(Seal)

Lidia Kazmierczak

Borrower
(Seal)

XXXXXX

XXXXXX

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

Other(s) [Specify]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

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 of this Security instrument as if the rider(s) were a part of this Security instrument.



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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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5. **Hazard of Property Insurance**. Borrower shall keep the insurance now existing or hereafter created 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.

In writing to the paymaster general or any other person who has authority over the paymaster's department, the leader may state his opinion concerning the amount of pay to be given to the members of his command.

shall pay these obligations in the manner provided in paragraph 2, or if it not paid in that manner, Borrower shall pay them 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.

paragraph 2; third, to immerse dabs; fourth, to print capital dabs; and last, to apply late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lesnder under paragraphs 1 and 2 shall be applied first, to any prepayments due under the Note; second, to amounts payable under

Funds under paragraph 21, Lender shall acquire as set forth in the Property, prior to the acquisition or upon payment in full of all sums secured by this 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 final account held by lender exceeds the amounts permitted to be held by this section, lender shall promulgate rules to Borrower and

shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the amounts due to the Funds, and as far as practicable on the Funds; and shall keep the Books of the Funds in such manner as to make them available to the Funds.

estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by the Lender, Borrower shall pay and settle charges due under the Note.

UNIFORM COVENANTS. Seller will and Lender covenant and agree as follows:

BORROWER COVENANTS that Borrower is lawfully entitled to the estate hereby conveyed and has the right to borrow money, grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record, and contains no liens or encumbrances of record, and generally the title to the Property is again set forth in the title certificate.

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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 2, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender'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 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

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Single Family - Fixed Rate Mortgageline INSTRUMENT - Uniform Conventions 9/90 (page 4 of 4 pages)

execution of this Security Instrument discontinued at any time prior to the end of (a) 5 days (or such other period as 18. Borrower's Right to Remit. If Borrower makes certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without further notice or demand.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of the date of this Security instrument.

this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person).

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security instrument.

be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are contained within applicable law, such conflict shall not affect other provisions of this Security instrument and the Note are jurisdiction in which the Property is located. In the event that any provision of this Security instrument or the Note which can be declared to be severable.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the paragraph.

in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Address of any other address Borrower designates by notice to Lender. Any notice to Borrower Any notice provided for

mailing by this class mail unless applicable law requires use of another method. The notice shall be directed to the Property

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by

prepayment charge under the Note.

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

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan

consent.

or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's agreement in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by Borrower but does not exceed the Note; (c) is continuing this Security instrument only to convey that instrument but does not exceed the Note; (d) is continuing this Security instrument only to modify, extend, modify, or otherwise amend the Note; (e) is continuing this Security instrument only to collect a debt or to collect a debt in connection with the Property or any other property owned by Borrower.

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

waiver of or preclude the exercise of any right or remedy.

Borrower or Borrower's successors in interest. Any right or remedy available by this Security instrument or by the original otherwise modify amortization of (a) sums secured by this Security instrument by reason of any demand made by the original shall not be required to release the liability of the successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender modification of amounts due to the sums secured by this Security instrument granted by Lender to any successor in interest

11. Borrower's Note Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

unless Lender and Borrower otherwise agree 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.

Lender is authorized to collect and apply the proceeds, in its option, either to restoration or repair of the Property or to the

sums secured by this Security instrument, whether or not due.

If the Property is sold for damages, or if, after notice by Lender to Borrower that the condominium offers to make an award of certain 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, in its option, either to restoration or repair of the Property or to the

sums secured by this Security instrument, whether or not due.

otherwisewise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are

secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law

provides otherwise in which the fair market value of the Property immediately before the taking is less than the amount of the sums

Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the

realization: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the

sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following:

secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing,

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums

instrument, whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in

condemnation or other taking of the Property, the proceeds shall be applied to the sums secured by this Security

shall be paid to Lender.

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