

UNOFFICIAL COPY 2760068

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

LOAN # 7401141

COOK COUNTY, ILLINOIS
RECEIVED 10/13/92

1992 OCT 13 PM 2:57

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(Space Above This Line For Recording Data)

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 30th, 1992 . The mortgagor is RONALD W. SZYKOWNY and LINDA J. SZYKOWNY, HIS WIFE, AS JOINT TENANTS

("Borrower"). This Security Instrument is given to SUBURBAN BANK OF OAKBROOK TERRACE

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 17 W. 695 ROOSEVELT ROAD OAKBROOK TERRACE, IL. 60181 ("Lender"). Borrower owes Lender the principal sum of EIGHTY TWO THOUSAND FOUR HUNDRED & 00/100

Dollars (U.S. \$ 82,400.00).

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 NOVEMBER 1, 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 TAX ID #: 19-09-113-023 VOLUME 189 COOK County, Illinois: LOT 3 IN RESUBDIVISION OF BLOCKS 1, 2, 4, 5, 6 AND 7 AND LOTS 1, 2, 3 AND LOTS 5 TO 10 BOTH INCLUSIVE IN BLOCK 3 AND LOTS 1, 2 AND 4 TO 10 BOTH INCLUSIVE IN BLOCK 8 IN ARDA, BEING A RESUBDIVISION OF SNYDACKERS PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

19-09-113-023-0000

R.S. Jd

which has the address of 4804 S. KOREKAWA MIDDLE 60638 LOCKWOOD (Property Address) CENTRAL STICKNEY [Street, City], Illinois [Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
-ER(H) (8105) 7401141 VFM MORTGAGE FORMS 1913290-4-05 (800-321-7229)

Page 1 of 8

Form 3016 9/90
Amended 5/91

WITNESS: R.S.
Jd

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to all 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 regulation), 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 requires 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

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be governed by law without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared to constitute the application law; such conflict shall not affect other provisions of this Security Instrument or the Note which can be governed by law separately.

In addition to that the Property is located in the event that any provision of clause of this Security Instrument or the Note are declared to

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

any other address Borrower designates by notice to Lender. The notice shall be directed to the Property Address or by telephone to the address of the Person to whom it has been given or Lender or Borrower as given in this paragraph.

If, however, any notice to Borrower provided for in this Security Instrument shall be given by mailing it to the mailing address

under the Note.

Notwithstanding if a related receiver principal, the redemption will be issued as a partial repayment without a direct payment to Lender, may choose to make this record by reducing the principal owed under the Note or by making a direct payment to Lender.

Lender may claim and (a) any sums already collected from Borrower which exceed permitted limits and/or reduced to Borrower, compounded interest and (b) any such loan charges shall be reduced by the amount necessary to reduce the charge to the

accorded the permitted limits, after (a) any such loan charges collected by the amount necessary to reduce the charge to the

and that all is finally intended so that the interest or to be accorded a continuation with the loan and consumer loan charges.

(c), **Loan Charges**. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note which Borrower's consent.

Secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgo or

Borrower's interest in the Property under the terms of this Security Instrument, (d) is not prohibited to pay the sums

Borrower's interest in the Note; (e) to co-sign this Security Instrument until only to manage, plan and convey this

management, (f), Borrower's covenants and agreements and assent of Lender and several, Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Borrower, except to the provisions of this instrument

of payment, Lender and several, respectively, to agree in writing, any application of proceeds to payment of such payments.

Under Lender and several, unless otherwise agreed, the amounts of such payments

by this Security Instrument, whether or not due.

is anticipated to collect and keep the proceeds, at his option, either to restoration or repair of the Property or to the sums secured

in case of such a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender

to the Property is so informed by Borrower, or (ii) after notice to Borrower that the condominium offers to make an

offer to settle by Lender, (iii) the instrument which is due when due.

disposition and Lender, before the lending is less than the amount of the sums secured immediately before the lending, unless

Property unless (i), before the lending is paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the

sums secured immediately before the lending, divided by (b) the fair market value of the Property immediately before the

secondly instrument shall be reduced by the amount of the following fraction (a) the total amount of this

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

value of the Property, before the lending is equal to or greater than the amount of the sums secured by this Security

whether or not then due, with any access paid to Borrower, in the event of a partial taking of the Property in which the fair market

shall be paid to Lender.

condemnation of other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

to; Condemnations. The proceeds of any condemnation specifically causing damage, direct or consequential, in connection with any

damages made at the time of or prior to an inspection specific cause for the misconduct.

9, Inspection. Lender or to inspect may make reasonable inspections upon and inspection of the Property, Lender shall give

written notice in connection with any written agreement between Borrower and Lender or applicable to law.

Inspection required to make reasonable inspections in effect, or to provide a loss reserve, until the requirement for modification

the Lender (or other) provided by an owner approved by Lender against documents available and is obtained, Borrower shall pay the

amounts necessary to make reasonable inspections in effect, or to provide a loss reserve, until the requirement for modification

the Lender (or other) provided by an owner approved by Lender, a mortgagee insures coverage for the amount and for the period

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16. Borrower's Copy. Borrower shall be given one (1) copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These 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 to 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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NANCY A. DE MARR "OFFICIAL SEAL"	NOTARY PUBLIC AND NOTARY TO:
MIDWEST NOTARIAL SERVICES, INC.	1901 SOUTH MICHIGAN AVENUE, SUITE 300, CHICAGO, IL 60606
Notary Public Seal #/8/80	Form 301A 9/80

DAISY ROOD, SECRETARY, FORMS, INC., 601 N.
1901 SOUTH MICHIGAN AVENUE, SUITE 300, CHICAGO, IL 60606

This instrument was prepared by:
DINNERTER PORTER

My Commission Expires:

Given under my hand and official seal, this 3 day of December, 1980
Signed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is personally known to me to be the same person(s) whose name(s)

is Nancy A. De Marr, Notary Public in and for said County and State of hereby certify that

County of Co. C. D. E. Y. 1980

STATE OF ILLINOIS,

Borrower (Seal)	Lender (Seal)
LINDA J. SZKOMNY	ROBERT W. SZKOMNY
Signature	Signature
Borrower (Seal)	Lender (Seal)

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

- Check applicable boxes:
- | | |
|---|--|
| <input type="checkbox"/> 1-A Family Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Condordium Rider | <input type="checkbox"/> Borrower Rider |
| <input type="checkbox"/> Advanced Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Broadband Payment Rider | <input type="checkbox"/> Name Improvement Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Blind Trust Rider |

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