

PREPARED BY:
JODI JUSTIC
SCHAUMBURG, IL 60173-4273

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92770372

RECORD AND RETURN TO:

MIDLAND FINANCIAL MORTGAGES, INC.
1821 WALDEN OFFICE SQUARE-STE. 555
SCHAUMBURG, ILLINOIS 60173-4273

92770372

{Space Above This Line For Recording Data}

MORTGAGE

2005-30907

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 8, 1992
JOZEF KRZYWICKI
AND BARBARA KRZYWICKI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
MIDLAND FINANCIAL MORTGAGES, INC.

DEPT. 01 RECORDING \$21.00
T83532 TRAN 5073 10/10/92 11/05/04
00003 + *- 92-770372
COOK COUNTY RECORDER

which is organized and existing under the laws of STATE OF IOWA
address is 206 6TH AVENUE-SUITE 101
DES MOINES, IOWA 50309
EIGHTY THREE THOUSAND
AND 00/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 83,000.00).

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 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 COOK

LOTS 13 AND 14 IN BLOCK 1 IN CRANE ARCHER AVENUE HOME
ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE
SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY
OF THE CENTER LINE OF ARCHER AVENUE, IN COOK COUNTY, ILLINOIS.

County, Illinois:

MAIL TO
BOX 283

19-08-407-036
19-08-407-037

which has the address of 5130 SOUTH CENTRAL, CHICAGO
Illinois 60638 ("Property Address");

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

MDP-6R(IL) 121011

VMP MORTGAGE FORMS - (313)283-8100 - (800)521-7391

Page 1 of 6

OFS 1998
Form 3014 2/98
Initials:

JDR

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Borrower shall promptly discharge any lien which he holds against, or which his heirs, executors, administrators, successors, assigns, or transferees may hold against, the property described in paragraph 11 above, and shall pay over to Lender all amounts so held.

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, if any. Borrower shall pay taxes on the Property owned by him in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay taxes on the Property in the manner set forth in the notice of non-payment given to Lender under this paragraph.

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.

Upon payment in full of all sums accrued 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 to credit against the sum accrued by

11 The funds held by Leander exceed the amounts permitted to be held by applicants at any one time.
12 The excess funds held by Leander which exceed the amounts permitted to be held by Leander shall be used to pay the fees and expenses of the Leander Fund.

The Funds shall be held in trust in accordance with applicable law, (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Beacrow items, Lender may not charge Beacrow for holding and applying the Funds, actuallyanalyzing the Beacrow account, or verifying the Escrow items, unless Lender may not charge Beacrow items and applying the Funds to the Beacrow account, or 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 without charge, an annual accounting of the Funds, however, shall be provided to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, shall be paid on the Funds. Lender shall give to Borrower, Borrows shall be paid to the Funds was made. The Funds are pledged as additional security for all sums accrued by the Security instrument.

ПРИЧЕМ ПО ГОДАМ ПРОДАЖИ ВСЕГДА БЫЛИ РАСЧИТАНЫ НА СЛЕДУЮЩИЙ ГОД, А ПОСЛЕДНИЕ ГОДЫ ПРОДАЖИ БЫЛИ РАСЧИТАНЫ НА ПОСЛЕДНИЙ ГОД ПРОГНОЗА.

2. Funds for Taxes and Insurance. Subject to applicable law or to 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 arise under 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes".

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 applies to the Funds held a lesser amount, if so, under any law, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

In order to collect and hold Funds, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, if so, under any law, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. Payment of Principal and Interest; Prepayment and Late Charges; Attorneys' fees shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

THIS SECURITY INSTRUMENT constitutes authority to consider for payment due and non-delinquent obligations which may be
variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage it.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all extensions, 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."

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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 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

DPS 1991

Form 3014 8/99

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Form 3014 8/90A
DPS 1092

Page 10

1010-6411(1991)

16. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

13. 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 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.

ii 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 to 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.

14. Notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing preparatory charge under the Note.

make any accommodations with regard to the terms of this Security Instrument or the Note without first giving a copy of this Security Instrument and (c) any other documents and instruments necessary to make such arrangements.

12. Successors and Assigns; Joint and Several Liability; Co-alignment. 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 this Security Instrument, and (c) agrees that Lender and any other Person who may agree to pay the sum or portion of this Security Instrument (b) is not personally obligated to pay the sum or portion of this Security Instrument, and (d) agrees that Lender and any other Person who may agree to pay the sum or portion of this Security Instrument (b) is not personally obligated to pay the sum or portion of this Security Instrument.

Oppose the due date of the monthly payment referred to in paragraphs 1 and 2 or change the amount of such payment.

be applied to the sum secured by this Security Instrument whether or not the sums are then due.

market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the taking unless the owner and lessee agree in writing or unless otherwise provided, the proceeds shall

before the taking. Any balance shall be paid to Borrower. In the event of a partial taking in which the fair amount of the sum received insufficiently debits the balance, divided by (a) the fair market value of the property immediately

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the 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 instrument, the proceeds shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a)

condemnation of outer trunks or any part of the property, or for conveyance in lieu of condemnation, we hereby resign and shall be paid to Lender.

10. Consideration. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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.

Payments may be longer or shorter than the option of payment, in the opinion of Lender; in this case insurance coverage (in the amount due) for the period of time between the date of payment and the date of insurance will be required.

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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 held 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. 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.

DB 1083
Form 3014 8/98

Initials:



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DPS 1094

LINDA F. HESSEMAN
NOTARY PUBLIC, STATE OF ILLINOIS
"OFFICIAL SEAL"

My Commission Expires: 8/31/95

Given under my hand and official seal, this 8th day of Oct 1992.

I, LINDA F. HESSEMAN, Notary Public, State of Illinois, do solemnly swear and declare that the said instrument as THREE PERSONS known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument, before

ZOEPP KRZYWICKI AND BARBARA KRZYWICKI, HUSBAND AND WIFE

County and state do hereby certify that

Linda F. Hesemann

STATE OF ILLINOIS, COOK

County as:

Notary public in and for said

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Witness

Witness

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.

- | | | | | | | | |
|--|--|---|--|---|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (specify) |
|--|--|---|--|---|---|--|---|

(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 and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

2005-30907