

# UNOFFICIAL COPY

RETURN ORIGINAL TO:  
CHASE HOME MORTGAGE CORPORATION  
4915 INDEPENDENCE PARKWAY  
TAMPA, FLORIDA 33634-7540

PREPARED BY:



(Space Above This Line For Recording Data)

# 4766938

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 19TH,  
1992. The mortgagor is ANTON J. JASEK AND LINDA JASEK, HUSBAND AND WIFE  
("Borrower"). This Security Instrument is given to  
CHASE HOME MORTGAGE CORPORATION, which is organized and existing  
under the laws of THE STATE OF DELAWARE, and whose address is  
4915 INDEPENDENCE PARKWAY TAMPA, FLORIDA 33634-7540 ("Lender").  
Borrower owes Lender the principal sum of SEVENTY ONE THOUSAND AND NO / 100  
..... Dollars (U.S. \$ 71,000.00). 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 01, 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 prop-  
erty located in COOK County, Illinois:

LOTS 7 AND 8 IN BLOCK 3 IN MICHIGAN CENTRAL ADDITION, A SUBDIVISION OF  
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH,  
RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NUMBER 30-06-300-037 & 30-06-300-038

which has the address of 2633 EAST 142ND STREET,  
[Street] BURNHAM,  
[City]  
Illinois 60633 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security  
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

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Property of Cook County Clerk's Office

656.0328

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

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

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

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

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.

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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 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.

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are declared to be secretable.  
16. Borrower's Copy. Borrower shall be given one confirmed 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) or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

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

11. Notices. Any notice to Boltower 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 Boltower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Boltower's address stated herein or any other address Lender designates by notice to Boltower. Any notice provided for in this instrument shall be deemed to have been given to Boltower or Lender when given as provided.

**13. Loan Charges.** If the loan secured by this Security Instrument is subjected 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 exceed the permitted limit 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 charge under the Note.

12. Successors and Assists Bound; Joint and Several Liability; Co-Signers. The coverants 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 sum to Lender under the terms of this Security Instrument; (b) is not personally liable on the note or any other obligation of Borrower under the note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, renew or replace by this Security Instrument; and (d) is not personally obligated to pay the sums secured under the terms of this Security Instrument; (e) is not personally liable on the note or any other obligation of Borrower under the note; and (f) is not personally liable on the note or any other obligation of Borrower under the note.

In the event of a total lacking of the Property, which any excess paid to Borrower, shall be applied to the sums secured by this Security Instrument, fair market value of the Property immediately before the lacking is equal to or greater than the amount of the sums secured by this Security Instrument before the lacking, 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 ratios:

(a) the total amount of the sums secured immediately before the lacking, divided by (b) the fair market value of the Property immediately before the lacking. Any balance shall be paid to Borrower. In the event of a partial lacking of the Property immediately before the lacking, unless Borrower and Lender otherwise agree in writing, the fair market value of the Property immediately before the lacking is less than the amount of the sums secured imme-

ediately before the lacking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise pro-

vides, the proceeds shall be applied to the sums secured by this Security Instrument whichever of the sums are due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conditions offered to make an award of service 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 whichever of the sums are due.

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

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

msitumcni whiohi charge to Borrower. Borrower shall pay any recompaun costs.

out all sums secured by this Security Instrument further demand and may foreclose this Security Instrument judicially proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in

shall further inform Borrower of the right to remit late 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.

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, foreclosed proceedings and sale of the Property. The notice

that relate to health, safety or environmental protection.

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

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Any provision herein of any agreement or understanding of parties hereto shall not affect the rights of any party to any claim for damages or other remedy available to it at law or in equity.

10 normal residential uses and to maintainance of the Property.

of any Hazardous Substances or in the Properties of any Hazardous Substances shall not do, nor allow anyone else to do, anything which Property that is in violation of any Environmental Law, The preceding two sentences shall not apply to the presence, use, or storage of the Property of Hazardous Substances that are generally recognized to be appropriate

The nodec will also contain any other information required by applicable law.

19. **Sale of Note**: Name of Loan Servicer. The Note of a particular beneficiary in the Note (Beneficiary name and address)

surfaces and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to rescind the note will not apply in the case of acceleration under paragraph 17.

Instrumental, including, but not limited to, reasonable attorney's fees; and (d) losses such action as Lender may reasonably incur by reason of this Security Interest.

Security issues apart from (a) may be a significant motivation this scenario. These considerations may have occurred; (b) causes any default or any other covariances of aggregate payments; (c) pays all expenses incurred in enforcing this security

certifications of this Security Instrument disclaimed 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 instrument; or (b) 30 days after a final judgment is entered against the Debtor in any action brought by the Secured Party to foreclose on this Security Instrument. These conditions are the last Bankrupt-

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.

If Landlord exercises his option, Landlord 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 as of the date of this security instrument.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law.

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Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)

LINDA JASERK

LINDA JASERK AS ATTORNEY IN FACT

ANTHONY J. JASERK BY

John J. Jaserk

Witnesses:

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.

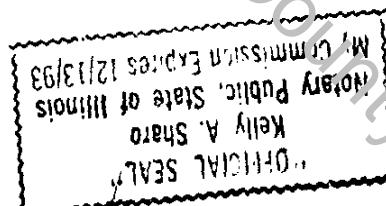
- Check applicable box(es)
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Graduated Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Balloon Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Other(s) [Specify]

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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

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Notary Public

Given under my hand and official seal, this

My Commission expires

day of OCTOBER 14, 1992.

Linda Jasek

\* By his attorney in fact

scd forth.

Signed and delivered the said instrument as this/her/their free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they

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

do hereby certify that ANTON J. JASEK AND LINDA JASEK, HUSBAND AND WIFE

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

County ss:

Space Below This Line For Acknowledgment

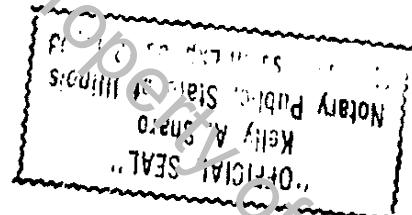
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STATE OF ILLINOIS,

Linda Jasek

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NOTARY PUBLIC  
SUSCRIBER AND SWORN TO BEFORE  
ME THIS 23RD DAY OF OCTOBER  
1992.

*[Handwritten signature over the seal]*

X *[Handwritten signature below the date]*

WITH REGARD TO THE EXERCISE OF THE POWER OF ATTORNEY TO EXECUTE THE MORTGAG  
CONVEYING THE LAND DESCRIBED IN THE SUBJECT TITLE COMMITMENT, THE UNDERSIGNED  
DOES STATE AND AVER THAT THE POWER OF ATTORNEY WAS IN FULL FORCE AND EFFECT AT  
THE TIME OF EXECUTION THEREOF.

RE: YOUR FILE (AND TITLE COMMITMENT) NO. 4130863  
TO: GREATER ILLINOIS TITLE COMPANY

AFFIDAVIT

6 7 3 1 9 6