

UNOFFICIAL COPY

WHEN RECORDED MAIL TO

9281885

Household Bank, f.s.b.

100 Mittel Drive
Wood Dale, IL 60191
LOAN NUMBER: 6304547

A T G
BOX 320

MAIL TO:

— [Space Above This Line For Recording Data] —

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 22ND, 1992
The mortgagor is JANUSZ KRYINSKI AND ANNA KRYINSKI, HUSBAND AND WIFE

(“Borrower”). This Security Instrument is given to Household Bank, f.s.b., which is organized and existing under the laws of UNITED STATES, and whose address is 100 Mittel Drive, Wood Dale, IL 60191

(“Lender”). Borrower owes Lender the principal sum of TWO HUNDRED GEVENTY THOUSAND AND NO/100 Dollars (U.S. \$ 270,000.00). 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 1ST, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

THE WEST 99 FEET OF THE EAST 330 FEET OF THE SOUTH 1/2 OF THE SOUTH
1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 25,
TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN
(EXCEPT THAT PART THEREOF FALLING WITHIN THE NORTH 20 FEET OF THE
SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4
OF SECTION 25 AFORESAID AND ALSO EXCEPT THAT PART THEREOF DEDICATED
FOR PUBLIC HIGHWAY BY PLAT RECORDED FEBRUARY 20, 1953 AS DOCUMENT
15551292) IN COOK COUNTY, ILLINOIS. P.I.N. 04-25-202-078

9281885

which has the address of 729 BECKER ROAD

[Street]

CHICAGO
[City]

Illinois

60625

[Zip Code]

(“Property Address”);

3/00

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876.1 (92021)

MFLIL3112 - 189/92

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
To Order Call 1-800-530-9393 FAX 616-791-1131

UNOFFICIAL COPY

5. Hazard or Property Insurance. Bottower 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 bonds under requirements insurable. This insurance shall be maintained in the amounts and

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to the payment in full of the obligation accrued by the lien in a manner acceptable to Lender; (b) certifies in good faith that he or she has no other debts against Lender in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement to prevent the enforcement of the lien by, or defers an enforcement of the lien in, legal proceedings which are commenced by, or defenses against Lender in a manner acceptable to Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions, and imitable to the property which may accrue over this Security instrument, and lesseeshold payments of ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay the amount owed by payment in full promptly upon notice to Lender of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Landlord under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to advances 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 secured by this Security Instrument, Lender shall promptly remit to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition to settle the account against the sums received 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.

The Funds shall be held in an escrow account whose deposits are insured by a federal agency, instrumentality, or entity (including Lender) which is such as to insure the same) 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 read and the preparation service used by Lender in connection with this loan, unless applicable law prohibits otherwise. Unless an agreement is made of 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 under 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 deposit to the Funds was made. The funds we pledged as additional security for all sums and the purpose for which each deposit to the Funds was made. The funds we pledged as additional security for all sums secured by this Security Instrument.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold payments of, and round 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 "Taxes and Insurance Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount available for Borrower's 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"). Under RESPA, a Lender for a federally related mortgage loan may require that 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"), includes amounts 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 for future Escrow items or otherwise in accordance with applicable law.

1. Payment of Premium and Interest: Premium and interest shall be paid monthly by the Borrower to the Lender.

UNIFORM COVENANTS, BOMTOWER AND LUND Covenants and agree as follows:

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

PRINCIPAL means the principal or any beneficiary of the principal's will, trust or other instrument creating the power of attorney.

REASONS WITHIN GOVERNANTS OF THE FEDERAL GOVERNMENT AND THE STATE GOVERNMENT AS WELL AS WITHIN THE STATE GOVERNMENT. ALL OF THE FOREGOING IS RECORDED IN THIS SECURITY INSTRUMENT AS THE "PROPERTY."

UNOFFICIAL COPY

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 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

UNOFFICIAL COPY

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have correction of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as

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.

16. Borrower's Copy. Borrower shall be given one carbonized copy of the note and of this security instrument.
 17. Transfer of 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 his 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.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note is declared to be severable,

14. Notices. Any notice provided for in this Security Instrument shall be given by delivery in or by mailing in by first class mail unless otherwise set forth in this instrument. The notice shall be delivered to Borrower provided for in this Security Instrument or by delivery in or by delivery in this instrument.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally implemented so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan that shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from a borrower which exceeded limits will be charged to the borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assigns Found, Sealed and Severed, Laboratory Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortagage, grant and convey this instrument to his/her heirs and executors under his/her will or by his/her Last Will and Testament; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, amend or alter this Security Instrument, Lender and Borrower shall be bound by the terms of this Security Instrument as if it had been executed by the original Borrower.

11. Borrower's *forfeiture* of *Releases*; *forbearance* by Lender; *Not a Waiver*. Extension of the time for payment or non-delivery of amounts due of the monitory payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sale of all or any part of the Security Instrument, whether or not then due.

1. If you are a member of the Association, you can make a payment to the Association, or if you are a member of a branch, you can make a payment to the branch.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not there is any excess paid to Borrower. In the event of a partial taking of the Property in instrument, which is equal to or greater than the amount of the Property in instrument, which before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument before the taking unless Borrower and Lender otherwise agree in writing.

any condensation or other taking of any part of the Property, or for convenience in lieu of condominium, are hereby assigned and shall be paid to Landlord.

UNOFFICIAL COPY

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable 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.

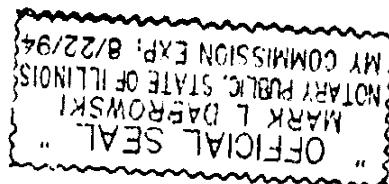
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY

Tel: 616-701-1171
Fax: 616-701-1171
Globe Business Forms Inc.
1400 30th Street, Grand Rapids, MI 49503-9993

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

Form 1A7616 (9202)



100 MICHIGAN DRIVE, WOOD DALE, IL 60191
(Name) (Address)

This instrument was prepared by
Mark L. Dabrowski, Notary Public

Notary Public

and day of OCTOBER, 1992

My Commission expires:

Given under my hand and official seal, this

forth.

free and voluntary act, for the uses and purposes herein set

and delivered the said instrument as

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

the above-named person(s) whose name(s) are

do hereby certify that

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

HCS WIFE

do hereby certify that

County ss

COOK

MARK L. DABROWSKI AND ANNA KRYSINSKI

STATE OF ILLINOIS,

Borrower
(Seal)

Borrower
(Seal)

JANET KRYNSKI

Borrower
(Seal)

Borrower
(Seal)

X

Witness:

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

Instrument. [Check applicable box(es)] Other(s) (specify)

- | | | | | | | | | |
|---|---|---|---|---|---|---------------------------------------|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Balkan Rider | <input type="checkbox"/> Anna Kraysinski | <input checked="" type="checkbox"/> Janet Krynski |
| <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Balkan Rider | <input type="checkbox"/> Borrower | <input type="checkbox"/> Witness |

24. Riders to this Securitly Instrument. If one or more riders are executed by Borrower and recorded together with
this Securitly instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Securitly instrument as if the rider(s) were a part of this Securitly
instrument. [Check applicable box(es)]