

# UNOFFICIAL COPY

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WHEN RECORDED MAIL TO:

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Metmor Financial, Inc.  
9225 Indian Creek Parkway, Suite 300  
Overland Park, Kansas 66210-2000  
ATTENTION: LOAN EXAM



(Space Above This Line For Recording Data)

Loan Number 149963-1

## MORTGAGE

\*E/k/a Beverly Jo Murray

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 20, 1992. The mortgagor is JAMES D. ZIELINSKI and BEVERLY JO ZIELINSKI, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to METMOR FINANCIAL, INC., which is organized and existing under the laws of CALIFORNIA, and whose address is 9225 INDIAN CREEK PARKWAY, SUITE 300, OVERLAND PARK, KANSAS 66210-2000 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND AND 00/100ths Dollars (U.S.\$80,000.00). 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, 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:

LOT 656 IN GLENBROOK UNIT 7, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1971 AS DOCUMENT 21451164, IN COOK COUNTY, ILLINOIS.

06-13-417-015

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DEPT-01 RECORDING \$27.50  
T45855 TRAN 0341 11/04/92 16:00:00  
#0324 # E #92-823537  
COOK COUNTY RECORDER

which has the address of 109 WEINE DRIVE, STREAMWOOD, Illinois 60107 ("Property Address"); (Zip Code)

(Street City)

TOGETHER WITH 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.

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.

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FIRST AMERICAN TITLE INSURANCE #

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10/10/2010



Property of Cook County Clerk's Office

EXAMINER LITI MAREMA 10/10/2010

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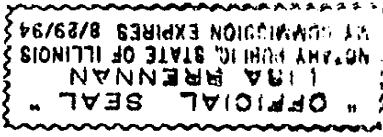


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1230 E. Dear



This Instrument was prepared by: SADD! MCKARDY / 1230 E. Dear / Naper, IL 60540

My Commission Expires: 8/29/94

Given under my hand and official seal, this 20TH day of OCTOBER, 1992, I, Lina Brennan, a Notary Public in and for said county and State do hereby certify that JAMES D. ZIELINSKI and BEVERLY JO ZIELINSKI, HUSBAND AND WIFE, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, PARAG County ss: [Seal] Borrower

[Seal] Borrower BEVERLY JO ZIELINSKI

[Seal] Borrower JAMES D. ZIELINSKI

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.

- Adjustable Rate Rider
Graduated Payment Rider
Balloon Rider
V.A. Rider
Other(s) [specify]
Condominium Rider
Planned Unit Development Rider
Rate Improvement Rider
Second Home Rider
Biweekly Payment Rider
1-4 Family Rider

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.
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.
[Check applicable box(es)]

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

Property of Cook County Clerk's Office

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness