

UNOFFICIAL COPY

92855042

[Space Above This Line For Recording Data]

This instrument was prepared by:

Aleip Bank and Trust

(Name)

11900 S. Pulaski

Aleip, IL 60038

JUNIOR MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 17, 1992, by Gerald J. Wilczynski and Petel Jo Wilczynski, his wife, as joint tenants, ("Borrower"). This Security Instrument is given to Aleip Bank and Trust, a national bank, which is organized and existing under the laws of Illinois, and whose address is 11900 S. Pulaski, Aleip, IL 60038 ("Lender"). Borrower owes Lender the principal sum of Twenty, Five Thousand One Hundred Twenty Five Dollars and No/100.87577777777777 Dollars (U.S. \$25,125.00). 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 October 17, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 W 75 ft. of the S ½ of Block 20 (except vacated alley N and adjoining) in Atwood's Addition to Washington Heights being a Subdivision of the N 100 acres of the SW ¼ and the N 50 acres of the W ½ of the SE ¼ of Section 23, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 24-23-313-013

• DEPT-01 RECORDING \$27.00
• T03555 TEAM 1306 11/16/92 14:16:00
• #3869 # 92-855042
• COOK COUNTY RECORDER

which has the address of 3850 W. 117th St., Garden Homes, (Street) (City)

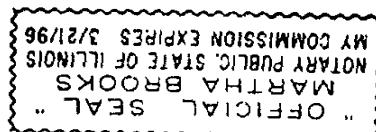
Illinois 60655 ("Property Address").
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

UNOFFICIAL COPY



My Commission Expires

Given under my hand and official seal, this day of March, 1998

signed and delivered the said instrument as 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
personally known to me to be the same persons whose names are written above,
do hereby certify that _____, Notary Public in and for said county and state,
do hereby certify that _____, Notary Public in and for said county and state,

State of Illinois County ss

(Space Below This Line For Acknowledgment)

Patel J. Wlczynski
(X) Patel J. Wlczynski
Gerald J. Wlczynski
(X) Gerald J. Wlczynski
Borrower
(Seal)
and in any ride(s) exceeded by Borrower and recorded with
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument
Instrument due to events and agreements of each such rider set forth in this instrument as if the rider(s) were a part of this Security
Instrument due to events and agreements of each such rider shall be incorporated into and shall amend and
this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, it shall be deemed executed together with this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument
of title to the Property and collection of rents, including, but not limited to, receiver's fees, premiums on recievers
Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs
appended receiver shall be entitled to recover upon take possession of and manage the Property and to collect the rents of the
prior to the expiration of any period of redemption following judicial sale, Lender to pay him or her judgment
includuing, but not limited to, reasonable attorney's fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the immediate payment by judicial proceeding.
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding
before the date specified in the notice, Lender at his option may require immediate payment in full of all sums secured by
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 of the notice, Lender may accelerate and the right to assert in the foreclosure proceeding the non-
performance Borrower of the right to reinstate after acceleration by judicial proceeding and sale of the Property. The notice shall further
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice 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
defects; (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
17 unless applicable law provides otherwise. The notice shall specify: (a) the defauts; (b) the action required to cure the
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration paragraph 13 and
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-NEGOTIABLE INSTRUMENTS. Borrower and Lender further covenant and agree as follows:

9285042

UNOFFICIAL COPY

24055926

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 insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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.

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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 fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers 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 sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Alleged; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. 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 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 exceeded permitted limits 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 prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration or unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or 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.

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 or clause of this Security Instrument or the Note 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.

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

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

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

18. Borrower's Right to Reinstate. If borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for 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 had no acceleration 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 hen 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 paragraphs 15 or 17.

UNOFFICIAL COPY

the date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. Any monies disbursed by Lender under this paragraph 2 shall become additional debt of Borrower secured by this Security instrument.

Lender may do any acts necessary to protect his security interest in this instrument, including, but not limited to, filing a UCC financing statement or other documents with the appropriate state or federal authority, or any other action which Lender deems necessary to protect his security interest.

Lender may do any acts necessary to protect his security interest in this instrument, including, but not limited to, filing a UCC financing statement or other documents with the appropriate state or federal authority, or any other action which Lender deems necessary to protect his security interest.

2. **Funds for Taxes and Liabilities.** Lender shall apply the Funds to pay taxes and liabilities due under the Note.

1. **Payment of Prepayment Premium and Interest.** Prepayment premium and late charges due under the Note, principal and interest on the Note rate and late charges due under the Note,

2. **Funds for Taxes and Liabilities.** Lender shall apply the Funds to pay taxes and liabilities due under the Note.

3. **Application of Payments.** Lender shall apply the Funds to pay taxes and liabilities due under the Note.

4. **Hazard Insurance.** Borrower shall keep the insurance coverage of the Property in good condition at all times and shall pay all taxes, assessments, charges, fines and impositions applicable to the Property during the term of this Note.

5. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

6. **Application of Payments.** Lender shall apply the Funds to pay taxes and liabilities due under the Note.

7. **Hazard Insurance.** Borrower shall keep the insurance coverage of the Property in good condition at all times and shall pay all taxes, assessments, charges, fines and impositions applicable to the Property during the term of this Note.

8. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

9. **Application of Payments.** Lender shall apply the Funds to pay taxes and liabilities due under the Note, principal and interest on the Note rate and late charges due under the Note.

10. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

11. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

12. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

13. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

14. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

15. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

16. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

17. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

18. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

19. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.

20. **Charter of Note.** Lender, to whom this Note may be payable under paragraph 2, fourth, to interest due, and last, to pay the Note.