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¹ See, e.g., *United States v. Ladd*, 100 F.2d 700, 703 (5th Cir. 1938) (citing *United States v. Gandy*, 292 U.S. 398, 403 (1935)).

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92962443

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MORTGAGE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 3, 1992, by The mortgagor is,
GLENN C. WOZNIAK AND ANITA L. WOZNIAK, MARRIED TO EACH OTHER

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670

CNE HUNDRED NINETY THOUSAND & 00/100 (the "Principal"). Borrower owes Lender the principal sum of

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 **JANUARY 1, 2023**. 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

SEE ATTACHED RIDER FOR LEGAL DESCRIPT

SEAL ESTATE TAX T.D. # 1 27 35 212 022 0000

which has the address of **8050 APACHE TRAIL, TINLEY PARK, IL 60477** [Street; City; State];
Illinois [State]; and the property address of **60477** [Property Address];

which has the address of **8050 APACHE TRAIL, TINLEY PARK** [Street; City];
ILLINOIS 60477 ("Property Address");

Form 3014-9/80
Amended 5/91

ILLINOIS - Single Family • Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 1 of 8
U.M.P. - 6R(IL) (p10b) **VMP MORTGAGE FORMS** (313)299-8100 / (800)521-7201 **Amended 5/61**

**Form 3014 9/90
Amended 5/91**

Box 333

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of the Security Instrument and any lien which has priority over the Security Instrument and/or the Borrower shall immediately discharge any debt or obligation due under the Security Instrument and/or the Borrower shall satisfy the lien or take any other action as may be necessary to give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take any other action as may be necessary to give Borrower a notice identifying the lien.

4. Charities; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over the Security Instrument, and lesseehold pyramids or ground rents, if any. Borrower shall pay all obligations in the manner provided in paragraph 2, or if it has paid in full manner, Borrower shall pay item on time directly to the person owed payment. Borrower shall promptly furnish to Lender records evidencing the payments.

3. Application of payments. Unless otherwise provided, all payments received by a vendor 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.

Secondary intramuram *intramuram* *intramuram* *intramuram*

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall seek 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 in credit against the sums secured by this

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

The Funds shall be held in an insurance with those 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 account, if Lender may not charge Boorrower to hold joint application for the Funds, usually analyzing the escrow account, or verifying the Escrow items, Lender may not charge Boorrower interest on the Funds used to pay the Escrow account, or make such a charge. However, Lender may require Boorrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless otherwise provided otherwise. Unless an agreement is made or applicable law requires Lender shall not be required to pay amounts or penalties or attorney fees 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 is to the Funds with funds.

2. Funds for Taxes and Insurance. Subjeect 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 accrue during the term of 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 collect and hold Funds in an amount not to exceed the maximum amount set forth in a federaHy related mortgagor loan, at any time for Borrower's 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 otherwise 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 amounts of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or escrowable income from the property, if any.

1. Payment of principal and interest; repayment shall be made quarterly by the Notee and any prepayment and late charges due under the Note.

UNIFORM COVENANTS, BOUNDARY AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT contains all claims and demands, subject to my concurrence, of record, will defend generally the title to the Property against all claimants and demands, subject to my concurrence of record.

BORROWER COVENANTS that Borrower is trustee to in this security instrument as the property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all its easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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S. 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

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Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing 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 delivered to have been given if delivered personally or by telephone or facsimile to the person named.

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 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 loan to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Under this Note, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge borne by the Note.

12. Successors and Assigns Bound: Joint and Several Liability. Co-signers, The co-venturers and agreeesments of joint and several liability shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Securit y instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of puruupto 17. Borrower's coverutes and agreements shall be joint and several. Any Borrower who co-signs this Securit y instrument but does not execute the Note: (a) is co-signing this Securit y instrument only to monitorage, joint and convey that Borrower's interest in the property under the terms of this Securit y instrument or the Note; and (b) is not personally liable to pay the amounts secured by this Securit y instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or waive any accommodations with regard to the terms of this Securit y instrument or the Note. Without that Borrower's consent.

11. Borrower Not Responsible; Release or Waiver. Extension of this time for payment of amounts due or instrument of this sum 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's successors in interest. Lender shall not be required to file a notice of non-acceptance of this instrument or to accept any other instrument in substitution for this instrument.

Unless a loanholder 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.

If the Property is sold by Borrower, or if, after notice by Lender to Borrower within the condominium other to make an award of such 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 sum secured by this Security Instrument without regard to the due date.

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 in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due.

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.

Brotherhood — *Domini caritas est misericordia nostra.* — *Qui diligat fratrem suum, et fratrem diligenter diligere debet.* — *Qui diligat fratrem suum, et fratrem diligenter diligere debet.*

that Leenderdus may no longer be required, at the option of Leenderd, if major wage increases become available in the automobile industry and for the period that Leenderdus provided by an insurer approved by Leenderd under a plan becomes available and is obtained.

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Mail: Suite 2106
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0002052326
8050 APACHE TRAIL
TINLEY PARK, IL 60477

LEGAL DESCRIPTION RIDER

LOT 163, IN DON HENRY'S FIRST ADDITION TO POTAWATOMI HIGHLANDS IN SECTION 35,
TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

REAL ESTATE TAX I.D. #: 27 35 219 022 0000

92942443

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Property of Cook County Clerk's Office

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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 (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.

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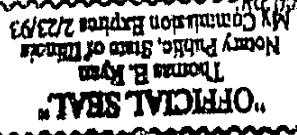
Form 3014 9/80

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MVR (IL) (100)

92942443

Notary Public



Given under my hand and official seal, this day of December, 1977
Signed and delivered the said instrument in the free and voluntary act, for the uses and purposes directed set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they the
personally known to me to be the same person(s) whose name(s)
John B. Wren

OLENN G. WOZNIAK AND ANITA L. WOZNIAK, MARRIED TO EACH OTHER
, a Notary Public in and for said county and state do hereby certify that
I, John B. Wren

County ss:

STATE OF ILLINOIS.

Borrower
(Seal)

OK

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

- Witnesses:
Any rider(s) executed by Borrower and recorded with it.
- BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.
- Check applicable box(es):
- 1-A Family Rider
1-B condominium Rider
1-C mobile home Rider
1-D adjustable Rate Rider
1-E planned Unit Development Rider
1-F biweekly Payment Rider
1-G monthly Payment Rider
1-H balloon Rider
1-I V.A. Rider
1-J Second Home Rider
1-K Other(s) [Specify]

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.

25. 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.