

UNOFFICIAL COPY 92124578

WHEN RECORDED MAIL TO

household Bank, s.a.b.

100 Mittel Drive
Wood Dale, IL 60191
LOAN NUMBER: 8063366

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1992 FEB 27 AM 11: 23

92124578

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 24TH, 1992
The mortgagor is BORIS SHVARTS AND LIDIYA SHVARTS, HIS WIFE.

(Borrower). This Security Instrument is given to
household Bank, s.a.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
ONE HUNDRED SEVENTEEN THOUSAND AND NO/100
DOLLARS (U.S. \$ 17,000.00). 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
MARCH 1ST, 1997. 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:

37700
1992

SEE ATTACHED

FIN #03-07-418-034-0000

which has the address of 241 SHADOWNWOOD [Over]
Illinois 60090 ("Property Address");
(Zip Code)

WHEELING [City]

ILLINOIS - single family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
FORM 3024 (10/90)
MFL3112 (4/91)

Form 3024 (10/90) (page 1 of 6 pages)
Equal Lender Treatment Notice, Inc. ■
To Discard: 1-800-226-0000 FAX 410-701-1131

92124578

BOX 333

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Form 3024 9/90 (page 2 of 6 pages)
West (The Business Trusts, Inc.)
Inland Co. (409-990-9901) FAX 416 781-1131

ITEM 10170 (1/90)

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing in better condition 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

shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. If Lender determines that any part of the Property is subject to a lien subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower agrees to pay the amount of the lien, or (c) secure from the holder of the lien an agreement satisfactory to Lender providing for the payment of the lien in a manner acceptable to Lender. (b) contains in good faith the lien by or instrument against enforcement of the lien in, legal proceedings which in the Lender's opinion, relate to the enforcement of the lien, or (c) secure from the holder of the lien an agreement satisfactory to Lender

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

4. Charges. Lender shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach to the Security Instrument, and household 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 persons owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 2, Lender shall acquire title to 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.

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Property of Cook County Clerk's Office

Form 2014 2/90 (page 4 of 8 pages)
Gmail: [redacted]
Toll free call: 1-800-333-8343

ITEM 16704 (10/10)

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

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) by a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Security Instrument. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed, with which Borrower must pay all sums secured by

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 which

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

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

12. 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

11. Furtherance Not Released; Furtherance 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

10. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the mortgagor offers to make an award in satisfaction of the proceeds, Borrower fails to respond to Lender within 30 days after the date the notice is given,

9. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the mortgagor offers to make an award in satisfaction of the proceeds, Borrower fails to respond to Lender within 30 days after the date the notice is given,

8. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the mortgagor offers to make an award in satisfaction of the proceeds, Borrower fails to respond to Lender within 30 days after the date the notice is given,

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3. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the mortgagor offers to make an award in satisfaction of the proceeds, Borrower fails to respond to Lender within 30 days after the date the notice is given,

2. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the mortgagor offers to make an award in satisfaction of the proceeds, Borrower fails to respond to Lender within 30 days after the date the notice is given,

1. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the mortgagor offers to make an award in satisfaction of the proceeds, Borrower fails to respond to Lender within 30 days after the date the notice is given,

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall in full to Lender.

82124578

Form 5012 1-90 (4 of 5 pages)
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applicable law may specify (or refer to) the property pursuant to any power of sale contained in the Security Instrument or (b) entry of a judgment enforcing the Security Instrument and the Note as if no redemption had occurred; (c) pays all expenses incurred in enforcing the Security Instrument including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of the Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon redemption by Borrower, the Security Instrument and the obligations secured hereby shall remain fully effective as if no redemption had occurred. However, this right to enforce shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Lender. The Note or a partial interest in the Note (Lender 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 the Security Instrument. There also may be one or more changes of the Loan Servicer (inherent in 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 Note also will state the name and address of the new Loan Servicer and the address to which payments should be made. The Note 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 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 in 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 Environmental authority, that any removal or other remedial action or other 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: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, pesticides, herbicides, and other hazardous materials. As used in this paragraph 20, "Environmental Law" means Federal, State, or local laws and regulations that apply to the Property or located on the Property, or to health, safety or environmental protection.

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the reason for acceleration; (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 Lender may cure the default on or before the date specified in the notice if the action required to cure the sums secured by this Security Instrument with foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after foreclosure and the right to assert a defense or to assert a defense of redemption. If the notice 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 notice 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 attorney's fees and costs of the evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay for any recording costs.

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

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PARCEL 2: PARTNER'S AGREEMENT TO AND FOR THE BENEFIT OF SECTION 1 AS SET FORTH IN THE DECLARATION OF PARTNERSHIP RECORDED JUNE 13, 1975 AS DOCUMENT 2114471 AND DECORATED JUNE 13, 1975 AS DOCUMENT 18 251352 AS CREATED BY DEED FROM AMERICA NATIONAL BANK AS PARTNER UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1971 AND RECORDED AS TRUST NUMBER 25447 TO DEBRAH BOULT COURT DATED MAY 4, 1975 AND RECORDED JUNE 19, 1975 AS DOCUMENT 251105 FOR INDIANS AND HOMES, IN COOK COUNTY, ILLINOIS

PARCEL 1: LOT 38, LOT 1, CENTER 22 IN SHADON BEND PARK III, A SUBDIVISION OF A TRACT OF LAND BEING A PART OF LOTS 7 AND 8 IN THE RESECTION OF GREEN STATION 3 PARK IN SECTION 2 AND THE WEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A PART OF LOT 3 OF NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND A PART OF LOT 3 OF OWNER'S SUBDIVISION OF PART OF THE WEST PRINCIPAL MERIDIAN AND A PART OF SECTION 22 AND A PART OF SECTION 1 AND 2, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREON FILED IN THE REGISTER'S OFFICE ON MAY 10, 1973 AS DOCUMENT 258976 AND RECORDED MAY 10, 1973 AS DOCUMENT 2323784 IN COOK COUNTY, ILLINOIS, AND AS AMENDED BY AMENDMENT OF CORRECTION DATED JUNE 20, 1973 AND FILED IN THE REGISTER'S OFFICE ON JUNE 22, 1973 AS DOCUMENT 259913 AND RECORDED JUNE 22, 1973 AS DOCUMENT 232135 IN COOK COUNTY, ILLINOIS

THIS LAND REFERRED TO IN THIS COMMENT IS DESCRIBED AS FOLLOWS:

FEB 24 92

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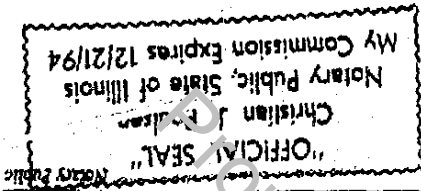
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7 7 1 2 4 3 2 8

Form 3024 3/80 (page 6 of 6 pages)
Equal Housing Lender
Toll free call: 1-800-231-2244 FAX 814-871-1131

ITEM 1026 (8103)



Household Bank, F.S.B.
(Name)
100 Mirral Drive, Wood Dale, IL 60191
(Address)

This instrument was prepared by

My Commission expires: 12/21/94

Given under my hand and official seal, this 24TH day of FEBRUARY, 1992

and delivered the said instrument as shall

subscribed in the foregoing instrument, appeared before me one day in person, and acknowledged that they signed

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

do hereby certify that BORIS SHVARTS AND LYUDOV SHVARTS, HIS WIFE.

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

County of: Cook

STATE OF ILLINOIS,

Christian J. Podleski

Social Security Number _____

Social Security Number _____

(Borrower) (Seal)

(Borrower) (Seal)

Social Security Number 361-82-5801

Social Security Number 361-82-5801

LYUDOV SHVARTS (Borrower) (Seal)

BORIS SHVARTS (Borrower) (Seal)

Lyudov Shvarts

Boris Shvarts

Witness:

Witness:

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Adjustment Rider
- 1-4 Family Rider
- Reverse Payment Rider
- Second Home Rider

24. Riders in the 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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