

# UNOFFICIAL COPY

92129579

1992 FEB 28 PM 3:23

92129579

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 24, 1992. The mortgagor is Roman Tkaczuk and Maria Tkaczuk, his wife ("Borrower"). This Security Instrument is given to SELFRELIANCE UKRAINIAN FEDERAL CREDIT UNION, which is organized and existing under the laws of the United States of America, and whose address is 2351 West Chicago Avenue - Chicago, Illinois 60622. Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$125,000.00). 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, 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:

LOTS 29 AND 30 IN BLOCK 12 IN GOODMAN AND WILSON'S PRATT BOULEVARD AND CICERO AVENUE HIGHLANDS, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE SOUTH 35 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Nos. 10-34-309-007 & 10-34-309-008

27.0  
AC

92129579

which has the address of 6635 N. Kilpatrick, Lincolnwood  
(Street) (City)  
Illinois 60646 ("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 seised 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**

44771  
This instrument was prepared by  
Attorney at Law, 2300 W. Chicago Ave., Chicago  
60622

... RPM&N, Tkačekzuk, and Marja Tkačekzuk, a Notary Public in and for said country and state, do hereby certify that before me and as (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be . . . they . . . free and voluntary act and deed and that

STATE OF Illinois COUNTY OF Cook ss:

MAIL TO: Self-reliance Ukrainian Federal Credit Union  
2351 W. Chicago Ave.  
Chicago IL 60622

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Space Below This Line For Acknowledgment  
Borrower.....  
.....(Seal)

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

Roman Tkaczuk  
.....  
.....(Signature)  
.....(Seal)

Maria Tkaczuk  
.....  
.....(Signature)  
.....(Seal)

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the completion of any period of redemption following foreclosure sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receivables, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. **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 recondition costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead exception in the Property.

23. **Rider to this Security Instrument.** If one or more of the riders are executed by Borrower and recorded together with this Security Instrument, the cover sheets and agreements of each such rider shall be incorporated into and shall amend and supplement the instruments of this Security Instrument as if the rider(s) were a part of this Security Instrument. The cover sheets and agreements of each such rider shall be incorporated into and shall amend and supplement the instruments of this Security Instrument as if the rider(s) were a part of this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant or Agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless Applicable Law Provides Otherwise). The notice shall specify: (a) the date of default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date of default, by which the default must be cured and (d) that failure to cure the default is given to Borrower, by notice specifying in acceleration of the sums secured by this Security Instrument by judicial proceeding and notice may result in acceleration of the sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

**NON-UNIFORM COVENANTS** Borrower and Lender further covenant and agree as follows:

# UNOFFICIAL COPY

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard 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 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.

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 no 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 19 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. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.

# **UNOFFICIAL COPY**

**18. Borrower's Right to Remedy**. 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 remedies) before sale of the Property Pursuant to any Power of Sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower fails to pay the sum secured by this Security Instrument, Lender's rights in the Note had no acceleration accrued; or (c) occurs any default of any other coventants or agreements, fees, and (d) takes such action as Lender may reasonably require to assure that the hen of this Security Instrument fully effective as if no acceleration had occurred. However, this right to remitiate shall not apply in the case of acceleration under paragraphs 13 or 17.

11. Lender shall exercise his option, Lender shall give Borrower notice of acceleration, and he notice shall provide a period of no less than 30 days from the date of notice to pay within which Borrower must pay all sums secured by this Security Instrument prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

1. A transfer of a beneficial interest in a security instrument is prohibited if it is made to a person who is not a party to the instrument or to a person who does not have a right to exercise the option or to receive payment under the instrument.

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 Special Interest in Borrower. If all or any part of the Property or any

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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without violating law. To the extent that any provision of this Note is held to be ineffective or unenforceable, it will be severed.

provided for in this Security 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 delivered 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 mailing address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

rendering any provision of the Note or this Security Instrument unnecessary 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 remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

permitted limits will be redefined to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making direct payment to Borrows. If a refund is made, the principal balance will be reduced as a partial prepayment without any marking Lender's Rights. If a refund is made, the principal balance will be reduced as a partial prepayment under the Note.

12. **Lien on Chattels.** If the loan is secured by the security instrument is subject to a law which sets maximum loans which otherwise subsists.

that Borrower's interests in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without

shall not be a waiver of or preclude "the exercise of any right or remedy" shall not be a waiver of or preclude "the exercise of any right or remedy".

10. Borrower Not Released; Lender Not a Waiver. Extension of the time for payment of such amounts of the due date of the monthly payments accrued in arrearages and 2 or change the amount of such payments.

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 by this Security Instrument to collect and apply the proceeds, whether to repair or restore or to the sum secured by this Security Instrument, whether to not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to be sold to Borrower, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

9. Give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

If Lender required payment of mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance with Lender's written agreement to apply law insurance terms in accordance with Lender's standard insurance underwriting procedures.