

UNOFFICIAL COPY

92158761

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 10TH, 1992

The mortgagor is FRANCISZEK HYC, AND ANIA HYC, HIS WIFE, AND

STANISLAW HYC, A SINGLE PERSON NEVER MARRIED,

("Borrower"). This Security Instrument is given to

COMMUNITY SAVINGS BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

4801 WEST BELMONT AVENUE, CHICAGO, ILLINOIS 60641

ONE HUNDRED THOUSAND AND 00/100 ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 100,000.00)

. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on MARCH 1ST, 2007.

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:

THE NORTH THIRTY (30) FEET OF LOT THIRTY-THREE (33), IN ELWOOD PARK GARDEN, BEING A SUBDIVISION IN THE SOUTH HALF (S-1/2) OF THE SOUTH WEST QUARTER (SW-1/4) OF THE NORTH EAST QUARTER (NE-1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 12-25-226-035-0000.

: DEPT-11 RECD P.D.T \$33.00
: 747777 TRAN 7629 03/11/92 15:12:00
: #4136 # *-P2-158761
: COOK COUNTY RECORDER

92158761

which has the address of

2828 N. 74TH COURT
(Street)

ELWOOD PARK
(City)

Illinois

60635
(Zip Code)
("Property Address")

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 18% (9012)

Form 3614 9-90 (page 1 of 6 pages)

CSB92000044

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-530-3388 □ FAX 616-751-1131

BOX 331

330P

UNOFFICIAL COPY

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 Substance" 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.

2255761
Vol 1

UNOFFICIAL COPY

3. **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 it under-requires insurance. This insurance shall be maintained in the amounts and for the same period of time as the insurance carried by the mortgagor.

Borrower shall promptly discharge any and all debts which he has incurred over this Security Instrument unless Borrower shall pay him 10 days of the giving of notice.

Paragraph 4: Charges: Lines, Bowower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect this Security instrument and each of the taxes and impositions are liable to the Bowower.

3. Application of Payment

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21. Lender shall acquire or sell the Property, Lender prior to the acquisition of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sum secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall pay to Borrower the amount necessary to pay the Escrow items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

2. Funds for Taxes and Insurance. Subsection (a) applies to taxes or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full; a sum ("Funds") for (a) yearly hazard payments of ground rents on the Property, if any; (b) yearly property insurance premiums; (c) security instruments as a lien on the Property; (d) yearly leasehold insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any; and (f) 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 "Funds". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a fed rally related mortgage loan may require for Borrower's certain account under the federal Retail Electronic Funds Transfer Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Under another law than applies to the Funds, as 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 Events or otherwise in accordance with applicable law.

1. Payment of Principal and Interest: Borrower shall 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate herein conveyed and has the right to any and all rents, issues, profits, and other income therefrom, and will defend generally the title to the Property against all claims and demands subject to any and all liens, encumbrances or recordable matters and convey the Property to the Purchaser free and clear of all such liens, encumbrances or recordable matters.

TOGETHER WITH an **an** the **institutions** now **of** **the** **reality** **selected** **on** **the** **property**; **and** **in** **cessuaries**, **appurtenances** **and** **fixtures** **now** **or** **bettered** **a** **part** **of** **the** **property**. **All** **replacements** **and** **additions** **shall** **also** **be** **covred** **by** **this** **Security** **Instrument**. **All** **of** **the** **foregoing** **is** **referred** **to** **in** **this** **Security** **Instrument** **as** **the** **"Property"**.

UNOFFICIAL COPY

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, etc. 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 covered 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

UNOFFICIAL COPY

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 within such period, Lender may invoke any security interest in the property. If Borrower fails to pay these sums within such period, Lender may invoke any security interest in the property. If Borrower fails to pay these sums within such period, Lender may invoke any security interest in the property.

decreed to be severable.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any provision of clause of this Security Instrument is held invalid or unenforceable, the parties shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are considered with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail until otherwise specified in writing by the Lender.

12. **Signers and Accessories**, **Sonar and Severeal Labality; Co-signers.** The co-signers and agreements of this Security instrument shall bind and beciefit the successors and assigns of Lender and Borrower, except to the providers of Severeal Labality, Lender and Borrower, who co-signs this Security instrument shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for all obligations under this Security instrument and agreements shall be joint and several, and any Borrower may agree to pay the debts of another Borrower in the Proportion, under the terms of this Security instrument only to the extent of his or her pro rata share of the debts of the other Borrower, notwithstanding any provision to the contrary made by this Security instrument and to any other right Borrower may have to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the role without the former's consent.

Liabilities of debtor and Borrower other than those in writing, any application of proceeds to participation in proceedings to settle debts shall not exceed 50% of the debt or the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of 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 of a part of the Property or to the sum secured by this Security Instrument whether or not then due.

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

UNOFFICIAL COPY

Loan No. 13329-3

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 10TH day of MARCH 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to COMMUNITY SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2828 N. 74TH COURT, ELMWOOD PARK, IL 60635

(Proper Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

93158761

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

BOX 331

Franciszek Hyrc
FRANCISZEK HYC

(Seal)
Borrower

Anna Hyrc
ANNA HYC

(Seal)
Borrower

Stanislaw Hyrc
STANISLAW HYC

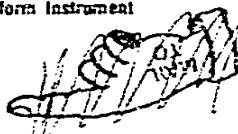
(Seal)
Borrower

(Seal)
Borrower

COMMUNITY SAVINGS BANK
4801 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60641

MULTISTATE 1-4 FAMILY RIDER — Fannie Mae/Freddie Mac Uniform Instrument
Form 1790

COMMUNITY SAVINGS BANK
4801 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60641



To Order Direct Call: ■ Great Lakes Business Forms, Inc.
USA 1-800-251-4229 ■ MI 1-800-338-2543 ■ FAX 1-616-793-1131

FORM 3170 10-85

UNOFFICIAL COPY

Property of Cook County Clerk's Office
158261