

PREPARED BY:
JEAN GORSKI
CHICAGO, IL 60629

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RECORD AND RETURN TO:

LASALLE TALMAN BANK FSB
5501 SOUTH KEDZIE AVENUE
CHICAGO, ILLINOIS 60629

1992 MARCH 23

92108350

ATTENTION: JEAN GORSKI

[Space Above This Line For Recording Data]

MORTGAGE

311792-8

311792

THIS MORTGAGE ("Security Instrument") is given on MARCH 23, 1992
STEVE BELCZAK

The mortgagor is

AND HELEN BELCZAK, HUSBAND AND WIFE
AND GERALDINE DIETRICH, WIDOW

("Borrower"). This Security Instrument is given to
LASALLE TALMAN BANK FSB

which is organized and existing under the laws of UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND Dollars (U.S. \$ 80,000.00) AND 00/100

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 APRIL 1, 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 1 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:

LOT 17 IN BLOCK 3 IN THE SUBDIVISION OF THE EAST 1/2 (EXCEPT THE EAST 1/2 OF THE EAST 1/2 AND EXCEPT THE WEST 1/2 OF THE WEST 1/2 THEREOF ALSO EXCEPT THE SOUTH 33 FEET THEREOF HERETOFORE DEDICATED FOR STREETS) OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-22-126-017-0000

which has the address of 6649 SOUTH KENNETH, CHICAGO
Illinois 60629 ("Property Address");
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6R(IL) 19101

VMP MORTGAGE FORMS 1992-1993 - 800-321-7291

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SAC 1012/8

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more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice terminating the lease. Borrower shall satisfy the lease or take one of the following instruments if Lender determines that any part of the Property is subject to a lien which may attach priority over his or her rights or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his or her rights or (d) affords sufficient enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien by, or defers enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

d. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property

third, to interest due fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums secured by

Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to it, held by applicable law, Lender shall account to Borrower

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the escrow letters when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, Lender shall pay to the Funds and the amount of the Funds held by Lender shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on amounts on the Funds

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an affidavit is made or

a charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the escrow account, if Lender is such a bank, Lender shall apply the Funds to pay the

(including Lender, if Lender is such an institution whose deposits are insured by a federal agency, insurancemoney, or entity)

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurancemoney, or entity

Escrow items or otherwise in accordance with applicable law

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as amended hereinafter, 12 U.S.C. Section 2601 et seq. ("FESPA"), unless another law than applies to the Funds

related mortgage to a may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These items are called "Escrow Items"

if any; (e) yearly mortgage insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may attach priority over this Security Instrument as a lien on the Property; (h) yearly leasedhold payments

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

2. Funds for Taxes and Insurance. Subject to application of prepayment and late charges due under the Note.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the

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

VARIATIONS BY JURISDICTION TO CONSOLIDATE A UNIFORM SECURITY INSTRUMENT GOVERNING REAL PROPERTY.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully vested 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

togethers WITH ALL THE IMPROVEMENTS NOW OR HERAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND

STRUCTURES NOW OR HERAFTER A PART OF THE PROPERTY IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, APPURTENANCES, AND

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WMD-6R(II)-81011

8. Mortgagor Insurance. If Lender requires mortgagor insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgagor insurance in effect. If, for any reason, the mortgagor insurance coverage required by Lender ceases to exist, Borrower shall pay the premiums required to obtain a new policy.

Any amounts disbursed by Landlord under this paragraph 2 shall bear some 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 in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Lender's Rights in the Property. If Borrower fails to pay all the costs and expenses incurred in proceeding in bankruptcy, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a sale under Article 9 of the UCC), Lender may take action under this paragraph to protect its rights in the Property.

subjected to the security instruments, which are to run until the day the principal sum is paid.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of property damaged, if the restoration of report is economically feasible and Lender's security is not lessened. If the restoration of report is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum(s) 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 Lender may use the proceeds to repair or restore the property or to pay sums Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums incurred by Lender for the purpose of protection of his security interest in the property. The holder of the note is given

All insurance policies and renewals shall be acceptable to Landlord and shall include a standard waiver of attorney's fees.

5. Hazard or Property Insurance: Borrower shall keep the insurance premiums now existing or hereafter received 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 specified above, Lender shall not be unreasonably withheld. Borrower shall furnish Lender with a copy of the policy and a certificate of insurance.

payments may no longer be required, at the option of Lender, a 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 premiums 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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before 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 partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b), is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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23. **Waiver of Homefield Disadvantage**: Borrower waives all right of homefield exception in the Property without charge to Borrower; Borrower shall pay any reasonable costs.

21, including, but not limited to, reasonable attorney fees and costs of the evidence.

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 advise the date the default on or before the date specified in the notice is given to Borrower to accelerate and secure the date specified in the notice to Borrower, by which the default must be cured; and (e) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (f) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (g) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (h) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (i) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (j) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (k) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (l) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (m) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (n) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (o) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (p) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (q) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (r) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (s) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (t) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (u) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (v) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (w) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (x) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (y) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (z) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured;

NON-UNIFORM COVARIANTS

Section 20, "Environmental Law," means federal laws and laws of the District of Columbia that govern the use of regulated substances or private party uses of regulated substances to affect the environment by any method, including, but not limited to, the following:

20. Hazardous Substances, Bottles or containers shall not cause or permit the presence, use, dispersion, storage, or release of any hazardous substances on or in the Property. Lessee shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances on or in the Property. Lessee shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances of Leases. The preceding two sentences shall not apply to the present lease, use, or storage of the property of any lessee if it is in violation of any environmental laws. The preceding two sentences shall not apply to the present lease, use, or storage of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

19. **Slide of Note of Long-term Service**, The Note of Long-term Service plan interest in the Note to result in the early repayment instrument may be sold one or more times without prior notice to Borrower. A slide may result in a change in the early repayment as the "Long-term Service" that collects monthly payments due under the Note and this Security Instrument. There also may be one given written notice of the change in accordance with paragraph 1 above and applicable law. The notice will state the name and address of the new Lessor and the address to which payments should be made. The notice will also contain any other given written notice of the change in accordance with paragraph 1 above and applicable law. The notice will state the name and address of the new Lessor and the address to which payments should be made. The notice will also contain any other

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have a remodel of this Security Instrument at any time prior to the earlier of (a) 5 days for such other period as applicable law may specify for remodelling before sale of the property pursuant to any power of sale contained in this Security Instrument or (b) early of a judgment entered after filing this Security Instrument. Those conditions are that Borrower (a) pays under all sums which then would be due under this Security Instrument and the Note as it now exists and (b) cures any default of any other obligations of agreements; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to assure including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument if upon remodelling by Borrower, this Security Instrument and the obligations contained therein shall continue unchanged. Upon remodelling by Borrower, this Security Instrument and the obligations contained therein shall continue unchanged.

If Leender exercises this option, Leender shall give Borrower notice of acceleration. The notice shall provide a period of no 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, Leender may invoke any remedies permitted by this Security instrument without further notice or demand of Borrower.

12. Transfer of the Property or a beneficial interest in Borrower, if all or any part of the property or any interest in the
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

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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.

(Check applicable box(es))

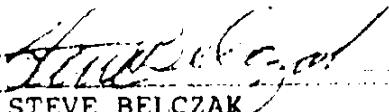
- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

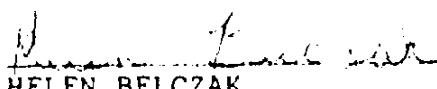
Witness


STEVE BELCZAK

(Seal)

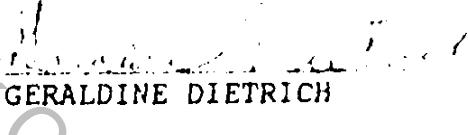
Borrower

Witness


HELEN BELCZAK

(Seal)

Borrower


GERALDINE DIETRICH

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

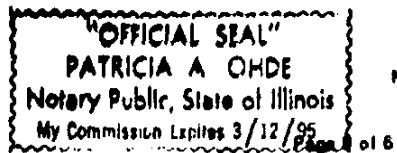
I, THE UNDERSIGNED
county and state do hereby certify that
STEVE BELCZAK AND HELEN BELCZAK, HUSBAND AND WIFE
AND GERALDINE DIETRICH, WIDOW

a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of

My Commission Expires:



Notary Public

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