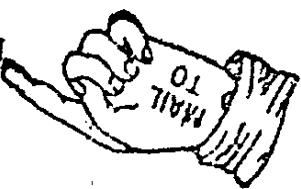


RECORD AND RETURN TO:
NORWEST MORTGAGE, INC.
FINAL DOCUMENTATION
1200 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE
MINNEAPOLIS, MN 55402

UNOFFICIAL COPY

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[Space Above This Line For Recording Data]

MORTGAGE

- DEPT-01 RECORDING 433-54
- T92222 TRAN 0933 03/27/92 13:53:50
- #8655 4 E 4-22-2054 10
- COOK COUNTY RECORDER

361101

TLCM

THIS MORTGAGE ("Security Instrument") is given on MARCH 20, 1992
JOSEPH K. KLIMEK AND TERESA A. KLIMEK, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is MINNESOTA SERVICE CENTER, P.O.BOX 9270, DES MOINES, IA 503069270 ("Lender"). Borrower owes Lender the principal sum of

EIGHTY SEVEN THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 87,500.00).

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 APRIL 01, 2012 . 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:

(*SEE ATTACHED LEGAL DESCRIPTION*)

TAX STATEMENTS SHOULD BE SENT TO:
NORWEST MORTGAGE, INC., P.O.BOX 9270, DES MOINES, IA 503069270
which has the address of 4109 SOUTH GROVE STICKNEY
Illinois 60402 (Zip Code) ("Property Address");

[Street, City]

335/12

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Form 301A 9/90

Page 6 of 6
NORWEST MORTGAGE, INC.

This instrument was prepared by: *O. Lefever*

My Commission Expires:

Given under my hand and official seal, this 20TH day of MARCH 1992
Signed and delivered the said instrument as *Chew* free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *+ ha/*
Personally known to me to be the same person(s) whose name(s)

that JOSEPH K. KLIMER AND TERESA A. KLIMER, HUSBAND AND WIFE
a Notary Public in and for said county and state do hereby certify
County ss: *is the Undersigned*

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

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

- [Check applicable box(es)]
the convenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. 17.C6
- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Grand Unified Development Rider
 - Biweekly Payment Rider
 - Planned Unit Development Rider
 - Balloon Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement the convenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seized 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums 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 at any time is not sufficient 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.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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.

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

22. Release. Upon payment of all sums accrued by this Security Instrument without charge to Borrower, Borrower shall pay any acceleration costs.

21. Reciting, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument in full of all sums secured by this Security Instrument.

20. Reciting, Lender at its option, may foreclose this Security Instrument by judicial proceeding 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, unless

or before the date specified in the notice. Lender, at its option, may accelerate payment in full of all sums not yet due or other deferral of Borrower to accelerate and foreclose. If the deferral is not cured on

information Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding the right to cure the deficiency and sale of the Property. The notice shall further

secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall in acceleration of the sums

(d) that failure to cure the date the notice is given to Borrower, by which the deferral must be cured; and

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the action required to cure the deferral:

(b) the notice shall specify: (a) the deferral; (b) the action required under paragraph 17 unless applicable law provides otherwise). The notice shall prior to acceleration follow up Borrower's breach

of any covenant or agreement in this Security Instrument (but not prior to acceleration unless

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

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that

pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radonum products, toxic

environmental law substances, asbestos, formaldehyde or toxic substances by

as used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

any necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulation authority, that

government or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by 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 presentation

of information required by applicable law.

19. Sale of Note or a partial interest in the Note (together with this Security instrument

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 intended 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 Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

not apply in the case of a acceleration under paragraph 17.

obligations secured thereby shall remain fully effective as if no acceleration had occurred. However, this right to remitate shall

this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

right the Lender of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay the sum secured by

includes, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assume

under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred: (a) pays

all expenses incurred in enforcing this Security Instrument; (b) pays all expenses incurred in accelerating the Note; and (c)

Securities law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

applicable law (or (b) entry of a judgment enjoining this Security Instrument to any time prior to the earlier of (a) 5 days (or such other period as

enforceable instrument of this Security instrument discontinued at any time prior to the right to have the right to have

18. Borrower's Right to Remit. If Borrower makes certain conditions, Borrower shall have the right to have

less than 30 days from the date the notice is delivered within which Borrower must pay all sums secured by this

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no

less than 30 days from the date the notice is given to 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, if all or any part of the Property or any interest in it

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

of this Security instrument.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

Given effective without the conflicting provision. To the end the provisions of this Security Instrument and the Note are declared void, such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note which can be construed with applicability; law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared void.

15. Governing Law: Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. Any notice given to Lender or Borrower when given as provided in this paragraph.

Security instrument shall be deemed to have been given to Borrower or Lender or Borrower shall be provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given by first class mail to Borrower unless Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender or any other address Borrower designates by notice to Lender. The notice shall be directed to the Property Address it by first class mail unless applicable law requires use of another method. The notice shall be given by deliverying it or by mailing prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by taking a direct

to the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then: (a) any such loan charge shall be reduced or to be reflected in connection with the

and that law is finally interpreted so that the interest of other loan charges reflected or to be reflected in connection with the

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, make any accommodation with regard to the terms of this Security instrument or the Note without Borrower's consent.

Borrower's interest in the Property under the terms of this Security instrument (b) is not personally obligated to pay the sums

Instrument but does not execute the Note: (a) is co-signing this Security instrument only to mitigate, retain and convey this Security

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this exercise of any right or remedy.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

award or settle a claim for damages, or if, after notice by Lender to Borrower that the condemned officer to make an

If the Property is condemned by Lender or Borrower, or its option, either to restoration or repair of the Property or to the sums

be applied to the sum so used by this Security instrument whether or not the sums are then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

awarded or settled a claim for damages, or if, after notice by Lender to Borrower that the condemned officer to make an

If the Property is finally determined to be paid to Borrower, or its option, either to restoration or repair of the Property or to the sums

market value of the property immediately before the taking is less than the amount of the sums secured immediately before the fair

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Borrower notice at the time of or prior to an inspection specifically 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 convenience in lieu of condemnation, are hereby assigned and

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LEGAL DESCRIPTION

LOT 17 (EXCEPT THE SOUTH 7 FEET THEREOF) AND THE SOUTH 16 FEET OF
LOT 18, IN HILDEBRANDT'S SUBDIVISION, A SUBDIVISION OF THE NORTH
1/2 OF BLOCK 7 IN B.F. SHOTWELL'S SUBDIVISION OF THE EAST 1/2 OF
THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 1S-00-117-047

32205410

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Property of Cook County Clerk's Office