## **UNOFFICIAL COPY**

this instrument was prepared by

ANDREW BESTER

OLYMPIA FIELDS, IL 60461 (Address)

## MORTGAGE

92207740

THIS MORTGAGE is milde this 24TH day of MARCH. 1992 \_ balwean the Mortgagor. UVE R. JERZY AND SANDRA L. JERZY HIS WIFE

(herein "Borrower"), and the Mortgagee,

FINANCIAL FEDERAL SAVINGS BANK OF OLYMPIA FIELDS

a corporation or and or and exenting under the laws of the United States of America, whose address is

21118 S. WESTERN AVE. OLY 18 A. FTELDS, ILL MOIS

60461

(heroin "Landor").

92207740

WHEREAS, Burrownt is indebted to Lender or the principal sum of

payable on APRIL 1ST, 2007

TO SECURE to Condec (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the pay ment of all other sums, with interest thereor, a banced in accordance herewith to protect the security of this Mortgage, and the performance of the covariants and agree rents of Borrower furtin contained, and (b) the repayment of key future advances, with interest thereor, made to Borrower by the covariant to paragraph 21 bereof therein "Future Advances"), Borrower does hereby murtgage, grant and convey to time at her following described propayity located in the County of COOK State of

LOT 1 IN BLOCK 2 IN RESUBDIVISION OF BLOCKS 2, 3, 4, 5, 6 AND 7 AND THE STREETS AND ALLEYS ADJACENT THERETO IN OLYMPIA FIELDS SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SCUTHEAST 1/4 OF SECTION 14. TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, AND THAT PART OF THE EAST 1003.03 FEET VEST OF THE ILLINGIS CENTRAL RAILROAD COMPANY, WESTERLY RIGHT OF WAY LINE OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, AFORESAID AND THE NORTH 30.0 FEET EXCEPT THE EAST 1003.0 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, AFORESAID IN COOK COUNTY, ILLINOIS.

PIN:31-14-403-001-0000

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\$6.00 PM 2608 03/30/92 L0:45:00

MB355 1 1 ~\*~~92~207740

COOK COUNTY RECORDER

PROPERTY ADDRESS:

20301 HELLENIC DRIVE OLYMPIA FIELDS, IL 60461

OLYMPIA.

which has the address of -

20301 HELLENIC DRIVE (Straut)

ILLINOIS 60461

(State and Zip Code)

\_(herein "Property Address");

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, water rights, and water stock, and all fixtures now or here after attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with suid property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencombered, and the Borrower will warrant and defend generally the title to the Property against all claims and demands subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Landar's interest in the Property.

27.50

1800188352

1 to 4 Family - FNMA/FHLMC UNIFORM INSTRUMENT

ML 0001

FML92000177

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's lees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Bortower. Such Future Advances, with interest thereon, shall be secured by this Morigage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness and ed by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US 5. NONE.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage.

Borrower shall pru ill costs of recordation, if any, and any release fee in effect at that time.

23. Waiver of Fon estend. Borrower hereby waives all right of homestend exemption in the Property.

IN WITHESS WHEREOF, Borrower has executed this Mortgage.

STATE OF BLINDIS. ... COOK County \$5: 1. PAULIE M. MATEYKA , a Notary Public in and for said county and state, do hereby certify that UVE R. JERZY AND SANDRIN L. JERZY HIS WIFE , personally known to me to be the same person(s) whose name(s). ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T hey 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 19 92 24TH My Commission expires: 10-10-93 OFFICIAL SEAL

(Space Below This Line Reserved For Lender and Recorder)

PAULIE M. MATETRA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 10

EDERAL TRUST & SAVINGS BANK 60435

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Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indubtedness of Borrawer secured by this Martgage. Unless Horrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Leader to Horrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate phyable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action herounder.

8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Londor shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related

to Londor's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Leader.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Londor otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Martgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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, florrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is sutherized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to Fig. s ims secured by this Mortgage.

Unless Londer and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the dua bate of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

10. Horrower Not aroused. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Berrower shall not operate to release, in any manner, the liability of the original Berrower and Berrower's successors in interest. Lender shall not be required to commence proceedings against a chanceessor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Morty 18' by reason of any domand made by the original Borrower and Berrower's successors in

11. Forbearance by Londor Not .. Walver Any forbearance by Londor in exercising any right or remody herounder, or otherwise afforded by applicable hw. bell not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the paymers of taxes or other lions or charges by Londor shall not be a waiver of Londor's

right to accolorate the maturity of the inde acciness secured by this Mortgage.

12. Remedies Cumulative. All remed es provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by my or equity, and may be exercised concurrently, independently or successively.

19. Successors and Assigns Bound; Joint rod Several Liability; Captions. The covenants and agreements berein contained shall bind, and the rights becounder shall it upo to, the respective successors and assigns of Lender and Borrower. subject to the provisions of paragraph 17 hereof. All commants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Morty use are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice, Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by making such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may dissignate by notice to Lender as provided herein, and (b) any notice to Londor shall be given by certified mail, return receist, equested, to Londor's address stated herein or to such other address as Londor may designate by notice to Borrower as projuded herein. Any notice provided for in this Mortgage

shall be deemed to have been given to Horrower or Lander when giver in the manner designated herein.

18. Uniform Mortgage; Governing Law; Heverability. This form of mortgage combines uniform covenants for actional use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the primi ction in which the Property is located. In the event that any provision or chause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect, without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable

16. Barrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of

execution or after recordation hereof

17. Transfer of the Property; Assumption. If all or any part of the Property or as interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding to the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tonant or (d) the grant of any least hold interest of three years or less not containing an option to purchase, Londor may, at Londor's option, doclars all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lander and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is antisfactory to Londor and that the interest payable on the sums secured by this Mertengo shall be at such rate as Londer shall request. If Lander has waived the option to accelerate provided in this paragraph 17, and if Borrower's accessor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Londor exercises such option to accelerate, Londor shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lander may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Horrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Londor prior to accoloration shall mall notice to Borrower as provided in paragraph 14 hereof specifying: (i) the breach; (2) the action required to care such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortguga 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 breach is not cured on or before the date specified in the notice, Lender at Lander's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lander shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Londor's accoleration of the sums secured by this Mortgage,

Borrower shall have the right to have any proceedings begun by Lender to enforce this Mertgage discontinued at any time

## **UNOFFICIAL COPY**

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtodness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and

interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be hald in an institution the denseits on assessments of which are insured as a payable a

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 Londer if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of 'axes, assessments, is surance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, asurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Forrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not on sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lorder any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrower . so lesting payment thereof.

Upon payment in full c, all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 12 hereof the Property is sold or the Property is otherwise 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 zrdit against the sums secured by this Mortgage.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shati be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all tixes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if no paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly for a so to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which his priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall it good faith contest such lien by, or defend enforcement of such

lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

6. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire, hazards included within the term of ended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may "o' ire; provided, that Lender shall not require that the

amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by serrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums of insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower ... sking payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have to wight to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all recipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender riny make proof of loss if not made

promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be (pplied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgree, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a classe for insurance benefits. Lender is authorized to callect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lendor and Borrower otherwise agree in writing, any such application of proceeds to principal aball not extend or postpone the due date of the mouthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Londer to the extent of the sums secured by this Mortgage immediately prior to such sale

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage

as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decodent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.