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(Space Above This Line for Recording Data)

## MORTGAGE

213147766

THIS MORTGAGE Security Instrument executed on Mar. 26, 1997

The mortgagor(s):

CERYLIA MAJCHERZAK AND BARTOLO MUÑOZ OR HER HUSBAND

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

LIBERTY BANK FOR SAVINGS

which is organized and exists under the laws of STATE OF ILLINOIS

and whose address is

7111 WEST FOSTER AVENUE CHICAGO, ILLINOIS 60656

(Lender). Borrower owes Lender the principal sum of

NINETY FIVE THOUSAND DOLLARS AND NO/100

Dollars (U.S. \$ 95,000.00)

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

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest and all renewal, extension, and modifications of the Note; (b) the payment of all other debts, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant and agreement under this Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois

LOT 22 IN PLEASANT PARK ESTATES UNIT NO. 1, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE NORTH LINE OF ALDREDGE ROAD OF WIDTH 26 FEET CHANGING OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF REGISTERED IN THE OFFICE OF THE RECORDER OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 25, 1960, AS DOCUMENT NO. 1914325, IN COOK COUNTY, ILLINOIS.

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PERMANENT INDEX No.: 08-24-201-047-0000

which has the address of 1006 BHWITT DR.

(Street)

DEG PLAINES

(City)

Illinois

60010

(Property Address Zip)

(zip code)

ILLINOIS Single Family - Family Mac Freddie Mac UNIFORM INSTRUMENT

Form 011-990 (page 1 of 2 pages)

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LIBERTY BANK FOR SAVINGS

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Form 1014 9-90 (Revised 10-90)



OFFICIAL SEAL  
 BONNIE J MILLER  
 Notary Public, State of Illinois  
 My Commission Expires 1-8-95

LIBERTY BANK  
 2111 WEST FOSTER  
 CHICAGO, ILL 60656  
 ADDRESS

I, [Signature], of the County of [County], State of [State], do hereby certify that [Name] is the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the same free and voluntarily as the instrument and delivered the said instrument as [Term] and I am not a party thereto. My Commission expires [Date].

I, [Signature], Notary Public in and for said county and state, do hereby certify that [Name] is the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the same free and voluntarily as the instrument and delivered the said instrument as [Term] and I am not a party thereto. My Commission expires [Date].

STATE OF ILLINOIS  
 GRAYNA MACHIRAK  
 349-64-1488  
 EASYTO BORROW JR  
 328-58-4875  
 Social Security Number  
 Social Security Number  
 [Seal] [Seal]

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

- (Check applicable boxes)
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Combination Rider              | <input type="checkbox"/> 1-4 Family Rider     |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Weekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider    |
| <input type="checkbox"/> Other(s) [Specify]      |   |   |

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 this Security Instrument as if the riders were a part of this Security Instrument, supplement the covenants and agreements of this Security Instrument.

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TOGETHER WITH all the improvement, 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 intended 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** contains in full a covenant, for national use and non-uniform covenants, with limited variation, by parolation to conform to uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender, covenant 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 and amounts due under the Note until the Note is paid in full, a sum of Funds for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property, (b) yearly household 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 (FIRPTA) as amended from time to time, 12 U.S.C. § 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 terminate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of state 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 a member 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, but may analyze the escrow account or verifying the Escrow Items and a reasonable amount of interest on the Funds and applicable law permit Lender to make such a charge. However, Lender may charge Borrower to pay a one-time charge for a third party real estate title insurance 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 on 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 provided as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount 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, including Lender's or Lender's agent's, Borrower's or Lender's, and in any 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 Lender, pursuant to paragraph 2, Lender shall acquire an all title Property Lien 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 sum 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 attach priority over this Security Instrument, and household 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, except as evidenced by the payments,

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower waives in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (a) by either recording with the lien, or if a land claim enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or to secure 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 attach priority over this Security Instrument, Lender may give Borrower a copy of a lien on the Part. Borrower shall, and to the lien or take one or more of the actions set forth above, within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property in an adequate 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 amount, and for the

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Property of

applicable law may specify for enforcement before sale of the Property pursuant to any power of sale contained in this Security Instrument or *in connection with a judicial proceeding*. Those conditions are that Borrower can pay under all sums which then would be due under this Security Instrument and the Note at no acceleration can be exercised, but not limited to reasonable attorney's fees and other charges which may be incurred by the lender to assume that the benefit of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument remain unchanged. A loan 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 19.

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 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 results in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of such quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and *in connection with the Property*.

Borrower shall promptly give 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 action in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as such in applicable laws by Environmental Law and the following: asbestos, lead-based paint, radon, PCBs, polychlorinated biphenyls, and radioactive materials. As used in this paragraph 20, "Environmental Law" means any federal, state or local law, rule, regulation, ordinance, code, or other enforceable standard, order, or regulation, whether contained in a statute, ordinance, code, or other enforceable standard, order, or regulation, and any rule, regulation, ordinance, code, or other enforceable standard, order, or regulation, and any rule, regulation, ordinance, code, or other enforceable standard, order, or regulation, that relate to health, safety or environmental protection.

NON-ACCELERATION EVENTS. 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 that 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 delay 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 attorney's fees and costs of title evidence.

22. **Release:** Lender shall pay all sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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



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THE PROPERTY AND OCCUPANCY ACT, Chapter 1  
Section 103(1) and 103(2)

Section 103(1) and 103(2) of the Property and Occupancy Act, Chapter 1

103(1) The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage. The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage.

103(2) The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage. The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage.

103(3) The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage. The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage.

103(4) The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage. The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage.

103(5) The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage. The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage.

103(6) The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage. The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage.

103(7) The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage. The provisions of this section shall apply to the property of the borrower in the event of the borrower's default under the mortgage.

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