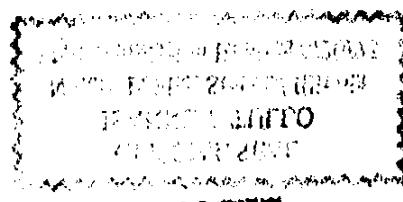


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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 20 1992,
 19..... The mortgagor is Jeffery S Kaminski and Elizabeth A Kaminski his wife,
"Borrower"). This Security Instrument is given to FIDELITY, FEDERAL SAVINGS BANK, which is organized and existing
 under the laws of THE UNITED STATES OF AMERICA, and whose address is 5455 W BELMONT AVE CHICAGO, IL 60641 ("Lender").
 Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND & 00/100.
Dollars (U.S. \$ 100,000.00). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on APRIL 2007. This Security Instrument
 secures to Lender: (a) the repayment of the debt advanced 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 prop-
 erty located in Cook County, Illinois:

LOT 21 IN TINLEY MEADOWS SUBDIVISION, BEING A SUBDIVISION OF
 PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23; OF
 PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, ALL IN
 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
 MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1979
 AS DOCUMENT NUMBER 24939670, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index No: 27-23-410-003-0000

8112 Meadow Lane which has the address of 60477 Illinois ("Property Address"); [Zip Code]	Tinley Park DEPT-01-RECORDING , \$31.50 T#6666 TRANS# 04/02/92 11:19:00 46842 # H # 92-220677 COOK COUNTY RECORDER
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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.

ILLINOIS—Single Family-Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Product 44713

Form 3014 3/90 (page 1 of 6 pages)

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13. **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 of this Security Instrument 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 the extent the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Bortower 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 of any other address Bortower 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 Bortower. Any notice provided for in this Security Instrument shall be deemed to have been given to Bortower or Lender when given as provided in this paragraph.

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 of other loans, 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.

12. Successors and Assigns Bound; Lender; and several Lenders. 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, is co-signing this Security Instrument only to mortgage, grant and convey that sum secured by this Security Instrument; and (c) agrees that Lender, and any other Borrower may agree to pay the sums received by this Security Instrument under the terms of this Note without the Note holder's consent.

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. 11. Borrower Not Released; Right to Release by Lender Not a Waiver. Extension of the time for payment or amortization of a sum 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 relieved to receive the liability of the original Borrower or Borrower's successors in interest if Lender in good faith believes that such Borrower's successors in interest have failed to pay the amount due under this Security Instrument.

any condemnation of other tangible or intangible property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection. Under or as agent may make reasonable entries upon and inspectors of the Property. Under shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the 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.

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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 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.

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) consents 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 under paragraph 11 above to take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach priorly over this Security Instrument, and leasehold payments, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due course, 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 furnish to Lender evidence

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.

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.

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.

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 affect Plaintiff's title 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". Escrow Items, at any time, collection and hold Funds in an amount not to exceed the maximum amount set forth in the Settlement Statement.

3. Settlement Statement. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount of funds due on the basis of current data and another law.

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

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23. Waver of Homestead. Bottower services all right of homestead exemption in the property.

NON-UNIFORM COVENANTS. Barrower and Leander further covenant and agree as follows:

20. Hazardous Substances. Bottles or containers shall not cause or permit the presence, use, storage, or release of any Hazardous Substances or in the possession of any Property. Bottles or containers shall not do, nor allow anyone else to do, anything affecting the storage, use, or disposal of small quantities of Hazardous Substances that are generally recognized to be appropriate to use, or storage or the properties of small quantities of Hazardous Substances that are generally applicable to the presence, use, or violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or normal residential uses and to maintenance of the property.

19. **Change of Loan Servicer.** The Note or a partial interest in the Note (or either with security instruments) may be sold, 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. The note may be once or more changes of service 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 new Loan Servicer and the address to which payments should be made. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

18. Borrower's Right to Remedy. If Borrower makes certain conditions, Borrower shall have the right to repossess if this Security Instrument is discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coventants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assume that the loan of this Security Instrument has not been violated, reasonably effective as if no acceleration had occurred. However, this right to repossess will not apply in the case of acceleration under paragraph 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

per son) without Lennder's prior written consent, Lennder may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lennder if exercise is prohibited by federal law as of the date of this Security Instrument.

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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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly 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] | | |

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.

Witnesses:

Jeffery S. Kaminski

Jeffery S Kaminski
326-46-7134

Elizabeth A. Kaminski

Elizabeth A Kaminski
354-50-8414

(Seal)
—Borrower

Social Security Number.....

.....(Seal)

—Borrower

Social Security Number.....

[Sign below This Line For Acknowledgment]

MAIL TO:

F.D.I.C./ FEDERAL SAVINGS BANK
5455 W. BELMONT
CHICAGO IL 60641

Mail to

STATE OF Illinois
COUNTY OF ...*Cook* } SS:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that *Jeffery S Kaminski* and *Elizabeth A Kaminski his wife*, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be free and voluntary act
and deed and that executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this 25th day of MAR , 19 92

My Commission Expires:

This instrument was prepared by *JOHN K. TAYLOR*
44771

