

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$33.00  
T#2222 TRAN 5925 06/04/92 10:20:00  
42794 4 B \*\*92-391513  
COOK COUNTY RECORDER

BOX 260

[Space Above This Line For Recording Data]

## MORTGAGE

116028919

THIS MORTGAGE ("Security Instrument") is given on **MAY 26TH, 1992**.  
The mortgagor is **ANDRZEJ RZADKOSZ, A BACHELOR AND TAMARA BARTOSZEWSKI, SINGLE  
NEVER HAVING BEEN MARRIED** ("Borrower"). This Security Instrument is given to  
**NORTHWESTERN SAVINGS AND LOAN ASSOCIATION**, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is  
**2300 N. WESTERN AVE CHICAGO, ILLINOIS 60647**

("Lender"). Borrower owes Lender the principal sum of **NINETY-FIVE THOUSAND DOLLARS ----- AND NO/100**  
Dollars (U.S. \$ 95,000.00). 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  
**JUNE 1ST, 1997**. 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

County, Illinois:

COOK

LOT 2 IN BLOCK 12 IN KENDALL'S BELMONT AND 56TH AVENUE SUBDIVISION  
OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 28, TOWNSHIP  
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT  
THE SOUTH 30 ACRES) IN COOK COUNTY, ILLINOIS.

P.T.N. #13-28-119-021

92391513

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which has the address of **2954 N. LONG AVE CHICAGO, ILLINOIS 60641**  
(Street) (City)  
**Illinois** ("Property Address");  
[Zip Code]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1076 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-830-0303 (319) 367-1131

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5. **Excluded 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 landowner requires insurance. This insurance shall be maintained in the amounts and for the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) fails to pay interest;

4. **Chargers/Leases:** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may from time to time be held by Borrower under this Security Instrument, and shall pay all expenses of collection or removal of such property.

Secured by our own secretaries and managers.

Upon payment in full of all sums secured by this Security Instrument, Lessor shall promptly return to Borrower any funds held by Lender for sale as a result of repossessing the same.

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 in 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, in Lender's sole discretion.

The Funds shall be held in an escrow account whose depositors are limited by a federal agency, if entity holding funds, or a combination of escrow items or otherwise in accordance with applicable law.

1. **Hijment of Prejudice and Tolerance**: Prejudice and any preconception must be cleared away when due to the principal of and interest on the debt evidenced by the Note and any prepayment must be charged due under the same.

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

**THIS SECURITY INSTRUMENT** combines uniform covenants for natural use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER'S COVENANTS AND BODIES** The Borrower will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH THE IMPROVEMENTS NOW OR HERETOFER RECEIVED ON THE PROPERTY, AND IN EXTRADITION, A PLEA OF DEFENSE,

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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 24 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 attorney's 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. Until 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.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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same family - same preferred site (institutions) - common expenses 9/90 (prior to 6 page)

18. Borrower's Right to Reclaim. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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 note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this note less than 30 days from the date the notice is delivered or mailed without further notice or demand on Borrower.

16. Borrower shall be given one controllable copy of the Note and of this Security instrument.

15. **Challenging Lawy Security Instruments.** This Security Instrument shall be governed by federal law and the law of the State in which it was executed. The parties hereto have agreed that the law of the State where the instrument was executed shall govern the interpretation of this instrument.

14. Notices. Any notice to Horwasser provided for in this Security instrument shall be given by mailing it or by telephone to the first class mail unless applicable law requires use of another method. The notice shall be directed to the property owner in his first address or any other address Horwasser designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address set forth herein or any other address Lender designates by notice to Horwasser. Any notice provided for in this Security instrument shall be deemed to have been given to Horwasser or Lender when given as provided in this paragraph.

3. **Lawn Chirps.** If the loan received by this chirp is finally interpreted as a threat to its security, it will be used to call the bird to safety. This may be done by calling the bird to safety or by calling the bird to safety.

2. Successors and Assigns Section 17, Borrower's Covenants and Agreements of Lender and Borrower, subject to the provisions of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument that bind and benefit Lender and Borrower.

If, Borrower, Not a Waller, prepares to do the money business referred to in paragraphs 1 and 2 of clause the amount of such payments.

sums received by this Society instrument, whether or not then due, shall not exceed or otherwise agree in writing, and application of proceeds to principal shall not extend

If the Property is demanded by Borrower, or it, after notice by Lender to respond to demands, fails to respond to Lender within 30 days after the date the notice is given, an award of settle a claim for damages, Borrower shall be liable to Lender to restore all or repair of the property or to the

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computation of underwriting or any part of the property, or for conveyance in lieu of condemnation, are hereby assis-

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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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon 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 17.

**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 will 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 Substance 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 presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** 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 (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 in 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 demand 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 attorneys' fees and costs of title evidence.

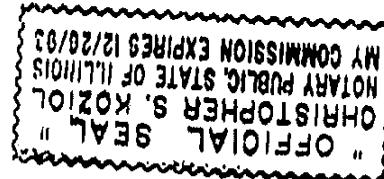
**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 1014-9/90 (page 6 of 6 pages)



2300 N. WESTERN AVE  
ALICE M. PIKAK  
(Address)

This instrument was prepared by

Notary Public

My Commission expires:

Given under my hand and official seal, this

forth,

and delivered the said instrument to THETIR free and voluntary act for the uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THETIR signed

personally known to me to be the (the person(s) whose name(s) ARE

SINGLE NEVER HAVING BEEN MARRIED,  
do hereby certify that ANDRZEJ RZADKOSZ, A BACHELOR AND TAMARA BARTOSZEWICZ,

, a Notary Public in and for said county and state,

County ss

STATE OF ILLINOIS.

Social Security Number 350-82-3011

TAMARA BARTOSZEWICZ (Seal)  
X LAWNOW RZADKOSZ (Signature)

Social Security Number 348-80-8133

ANDRZEJ RZADKOSZ (Seal)  
Budapest Rzadkosz (Signature)

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

## Balloon Mortgage Renewal Agreement

Other(s) [specify]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Creditline Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Ballloon Rider
- Rate Improvement Rider
- Second Home Rider

[Check applicable box(es)]

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



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**NORTHWESTERN**  
**SAVINGS**  
AND LOAN ASSOCIATION

2900 NORTH WESTERN AVE / CHICAGO, ILLINOIS 60647 / (312) 489-2300

BALLOON MORTGAGE RENEWAL AGREEMENT

DATE: MAY 16<sup>TH</sup>, 1992

APPLICATION #

LOAN # 114028919

BORROWERS: ANDRZEJ RZADKOSZ AND TAMARA BARTOSZEWCZ

ADDRESS: 2954 N. LONG AVE CHICAGO, ILLINOIS 60641

LOAN AMOUNT: 95,000.00

PRINCIPAL AND INTEREST PAYMENT ON 30 YEARS AMORTIZATION PERIOD.

AT THE END OF 5 YEARS, THE LOAN WILL BE ADJUSTED TO PRIME WITH A  
MINIMUM OF 8½%, BUT NOT TO EXCEED 9½% FOR THE REMAINING 25 YEARS.

x Andrzej Rzadkosz  
ANDRZEJ RZADKOSZ

x Tamara Bartoszewicz  
TAMARA BARTOSZEWCZ

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