

UNOFFICIAL COPY

92397995

PT 2 - 04-239

92397995

DEPT-01 RECORDING \$33.00
T#5555 TRAN 7957 06/05/92 11:31:00
#9199 # *--92-397995
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

LOAN # 0114028920

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 1ST, 1992
The mortgagor is STEFAN DORSZ AND ZOFIA DORSZ, HIS WIFE

NORTHWESTERN SAVINGS AND LOAN
which is organized and existing under the laws of THE STATE OF ILLINOIS
5075 S ARCHER AVE CHICAGO IL 60632

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

, and whose address is

("Lender"). Borrower owes Lender the principal sum of
EIGHTY TWO THOUSAND DOLLARS----- AND NO/100
Dollars (U.S. \$ 82,000.00). 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
JULY 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

COOK

County, Illinois:

LOT 6 IN BLOCK 10 IN ARCHER HIGHLANDS, BEING H.H.WESSELL AND COMPANY'S SUBDIVISION
OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 20 ACRES THEREOF) IN SECTION
10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N. : 19-10-225-032 VOLUME :383

92397995

which has the address of 5014 S KILDARE AVE
[Street]
Illinois 60632 ("Property Address");
[Zip Code] (City)

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1870 (9012)

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

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-330-0300 CT FAX 010-701-1131

UNOFFICIAL COPY

one of those set to do the following:

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 enforcement of the agreement of the parties to the security instrument or (c) secures from the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (d) secures from the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or debtors against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under Section 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third to unpaid 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 return to Borrower any Funds held by Lender. If, under paragraph 2, 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

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall receive up to twelve monthly payments, at Lennder's sole discretion.

The Funds shall be held in an as is institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Lender's fees, unless Lender may not charge Borrower for holding and applying the Funds, annually, unless Escrow Lender may not charge Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law prohibits Lender from doing so. Agreements is made or applicable law requires interest to be required to pay Borrower any interest on amounts on the Funds held by Lender under this Agreement, however, Lender shall not be liable for any amounts paid to Lender for which each debited to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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 which may attain priority over this Security instrument as a lien on the Property; (a) yearly leasehold payments or advances on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortality 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 lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants will encumberances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property to the title to the Property is unencumbered, except for encumbrances of record, Borrower waives and will defend generally the title to the Property against all claims and demands, subject to any

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property. All replacement parts and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

UNOFFICIAL COPY

9/15/2019

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leuseholds. 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.

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

UNOFFICIAL COPY

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have agreement of this section nullified 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any security instrument held by this Security Instrument without notice or demand of Borrower.

16. Borrower's Copy. Borrower shall be given one copy of the note and of this security instrument.
 17. Transfer of Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in
 it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security instrument.

¹⁶ *Borrower's Code*, attached to the *Secured Note*.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument violates or 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 this end the provisions of this Security Instrument and the Note are subject to severability. The parties hereto shall make every effort to interpret this Security Instrument so as to give effect to its intent.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail to Landlord at address stated herein or any other address Landlord designates by notice to Borrower. Any notice provided for mail to Landlord shall be deemed to have been given to Borrower or Landlord when given in this Security Instrument shall be deemed to have been given to Borrower or Landlord when given in this Security Instrument.

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 on other loans charged collected or to be collected in connection with the loan exceed the permitted limits, item (a) any such loan that shall be reduced by the amount necessary to reduce the loan to the permitted limits, item (b) any sum already collected by the amount necessary to reduce the charge to the permitted limit and (c) any sum already collected by the amount necessary to reduce the charge to the permitted limit to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a partial prepayment without any prepayment clause under the Note.

11. Borrower. Not Released; Waiver. Extension of time for payment of such payments. Postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is damaged by Borrower or his, her, his wife or Lessee, or if the lessee of the Property fails to pay the Rent when due, the lessor may sue for the amount of the damage or the unpaid Rent, and if judgment is given in favor of the lessor, the lessor may deduct the amount of the judgment from the amount of the Rent due, and the balance shall be paid to the lessor.

Secured immediately before the taking, unless borrower and lender otherwise agree in writing or unless otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [redacted]

UNOFFICIAL COPY

9 2 3 9 7 0 0 0

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 Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the 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 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 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.

92387305

UNOFFICIAL COPY

MAIL TO
BOX 283

(፳፻፲፭)

MARGARET KORCZYK
5075 S ARGYLE AVE
CHICAGO IL 60632

This instrument was prepared by

MY COMMISSION EXPIRES
PA
NOTAR
MY CO

Given under my hand and official seal, this
orth.

, personally known to me to be the said person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

I, Heike Wenzel, a Notary Public in and for said County and State,
do hereby certify that STEFAN DORSZ AND ZOFIA DORSZ, his wife

STRIKE OF EXTINCTION

Clerk's Office

| | |
|--|--|
| STEFAN DORSZ 346-66-9149 -Herrwörter (Seal) | Social Security Number 346-66-9149 -Herrwörter (Seal) |
| SOFTIA DORSZ 347-74-4192 -Herrwörter (Seal) | Social Security Number 347-74-4192 -Herrwörter (Seal) |

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

Other(s) [specify] BALLOON MORTGAGE RENEWAL AGREEMENT

- | | | | | | | | |
|--|--|---|--|---|---|---|--|
| <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"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> Second Home Rider | | | | | | | |

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.



NORTHWESTERN SAVINGS
AND LOAN ASSOCIATION

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

BALLOON MORTGAGE RENEWAL AGREEMENT

DATE: JUNE 1ST, 1992

APPLICATION # N/A

LOAN # 0114028920

BORROWERS: DORSZ STEFAN AND DORSZ ZOFIA

ADDRESS: 5014 S KILDARE AVE
CHICAGO IL 60632

LOAN AMOUNT: \$ 82,000.00

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 Stefan Dorsz
STEFAN DORSZ

X Zofia Dorsz
ZOFIA DORSZ

REC'D BY CLERK

UNOFFICIAL COPY

Property of Cook County Clerk's Office

003/6325