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PREPARED BY AND MAILED TO:

LOAN # 7507186

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MARYRS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

+ 934.353146

(Space Above This Line For Recording Data)

MORTGAGE

DEPT-OK (BLOCK 10) \$ 13,500
100% - 100% 06/08/93 \$100,000
\$1727.00 46-102,000-4 L834746
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JUNE 200, 1993
TO MONTUSZKO and
CATI MONTUSZKO, HIS WIFE, AS JOINT TENANTS

("Borrower"). This Security Instrument is given to
HERITAGE CLARENWOOD BANK

which is organized and existing under the laws of
address is 1840D & HAMPTON STREET
CLARENWOOD, IL 60425
FORTY NINE THOUSAND EIGHT HUNDRED & 00/100

THE STATE OF ILLINOIS

, and whose

("Lender"). Borrower owes Lender the principal sum of
FORTY NINE THOUSAND EIGHT HUNDRED & 00/100
Dollars (U.S. \$ 49,800.00).

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 1, 2008. 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
TAX ID # 26-20-107-040 COOK County, Illinois:
LOT 23 (EXCERPT THE SOUTH 22.50 FEET THEREOF), ALL OF LOT 24 AND THE SOUTH 22.50 FEET OF LOT 25 IN BLOCK 12 IN RESUBDIVISION OF BLOCKS 4 AND 12 ALL IN WHITFORD'S SOUTH CHICAGO SUBDIVISION OF EAST PRINCIPAL, 1/2 OF THE NORTHWEST PRINCIPAL, 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL
MURKIN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY
24, 1926 AS DOCUMENT NUMBER 9187476.

which has the address of 11537 BIRNG AVENUE
Illinois 60617 ("Property Address");
(Zip Code)

CHICAGO

(State, City)

ILLINOIS - Single Family - Pennie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90
Amended 5/91
Title: Tim
Date: 7/1/93
Page 1 of 6

VMP MORTGAGE FORMS - (913)292-8100 - (800)621-7391

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100-30140

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www.english-test.net

However, such probability distributions may have weights that exceed unity (unnormalized densities) or differ in magnitude over different portions of the domain of the variable.

For example, the following statement is true: $\forall x \exists y \forall z (P(x) \rightarrow Q(y)) \rightarrow \exists y \forall z P(x) \rightarrow Q(y)$. This is because if there exists some y such that for all z , $P(x) \rightarrow Q(y)$, then it is true that for all z , $P(x) \rightarrow Q(y)$.

Application of Payment. Under applicable law providers often waive all warranties created by a vendor's payment.

Upon payment in full of all sums accrued by the lessee under the leasehold agreement or lease as a result of which the sum accrued by the lessor, shall apply any funds held by lessor at the time of acquisition or sale of the property, lessor, prior to the acquisition or sale of the property, shall receive such amounts as may be necessary to fully recover any funds

In the future, perhaps we may be able to extract the maximum performance from the system as a result of a better understanding of the underlying physical processes.

The funding streams are funded by a variety of sources, including government grants, foundations, and private donors. The funding streams are used to support various programs and initiatives, such as research, education, and advocacy. The funding streams are also used to support the organization's administrative costs, such as salaries and office expenses. The funding streams are used to support the organization's mission and vision, which is to promote the well-being of the community and to address social issues.

2. Friends for Taxes and Inheritance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the due date monthly payments of due under the Note as paid in full, in sum ("Units") for (i) generally taxes and assessments which may affect property over this Security Instrument as a lien on the Property; (ii) generally leasehold payments of ground rents on the Real Property; (iii) generally taxes by the Board of Education; (iv) generally taxes by the County Board of Assessors; (v) any and (c) generally taxes by the City Board of Assessors; (d) generally flood insurance premiums, if any, for liability insurance premiums, if any; and (e) any sums payable by Borrower to Lender, in accordance with the terms of this Note.

1. **Assessment of Financial and Operational Preparation and Late Changes.** However, shall promptly pay within due date upon receipt of the debt evidenced by the Note and my preparation and late changes due under the Note.

UNIFORM GOVERNANTS. However well Leader could govern and agree as follows:

THIS SECURITY INFORMATION contains neither recommendations nor conclusions for method and non-method coverings which should be made by each individual to determine what information or material can be released under the Freedom of Information Act.

g. and said convey the Property and said the property is unencumbered, except for encumbrances of record; provided further that

HORNOWER GOVERNANTS shall however in lawfully record all the estate hereby conveyed and has the right to mortgage it.

The Company will, at the Improvement Costs, now be entitled to credit on the project, and in circumstances, if circumstances allow us hereafter a part of the property. All improvements and additions shall also be covered by this Security instrument.

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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 the 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.

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 23 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, give 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, appealing 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

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(5) **Confidentiality and Secrecy**. 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 or the Note is held invalid under the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be revised to reflect the continuing provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to Borrower at the address set forth in Section 13 of this instrument or by telecopy to the address set forth in Section 13 of this instrument. Any notice given by telecopy shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

11. *Joint liability*. If the loan is secured by this Security Instrument and subject to a law which sets maximum joint chargers, and if it is intended to make the interest or other joint charges collectible or to be collected in connection with the loan and the joint charges are not otherwise provided for by this Security Instrument, a copy of such maximum joint chargers, and if joint liability is intended, the creditor will be deemed as a partial prepayment without the preparation charge.

11. **Horticultural Soil Management**: Emphasizes the importance of soil management for horticultural production. It covers topics such as soil chemistry, soil biology, soil health, and various soil management practices like mulching, composting, and organic fertilizers.

Under section 14(1) of the Income Tax Act, any application of proceeds of principal shall not exceed the amount of the principal paid.

If the property is not occupied by the owner, or if, after being so taken, it becomes necessary to remove the condominium owner to make the

In the case of a joint holding of the Property, the proceeds shall be apportioned to the joint holders in accordance with their respective shares in the Property. The joint holders shall be liable to pay the debts of the Property in proportion to their respective shares.

III. / انتشارهای اولیه — The proceeds of any award to claim for damages, direct or consequential, in connection with any infringement.

Форвардът на земеделието е съществен фактор за подобряване на състоянието на земеделието в страната.

paramount among them was the opinion of leaders, in whose judgment he had been appointed by God to the service of his people.

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a 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 federal law as of the date of this Security Instrument.

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.

18. Borrower's Right to Reinstate. 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 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.

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Form 3014-07C

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absent and delayed the medical consultation as personally known to me to be the same person(s) whose name(s) appears above to the foregoing instrument, appeared before me this day in person, and acknowledged that * he / she *
* I do * free and voluntary act, for the uses and purposes herein set forth.

**A Notary Public is used for small country and state or territory certify that*

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(g) (2)(B) SIGNATURES

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Bogdanski
(See)

OZBONIUS ET AL.

BY SIGNING BELOW, I understand and agree to the terms and conditions contained in this Security Instrument and to my rights as recorded by Recorder and recordable with it.

23. **Riders to the Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the rider(s) shall be incorporated into and shall amend and supplement the provisions of this Security Instrument as if the rider(s) were a part of this Security Instrument.