

PREPARED BY:
FIRST NATIONAL MORTGAGE
BURR RIDGE, IL 60521

UNOFFICIAL COPY

RECORD AND RETURN TO:

FIRST NATIONAL MORTGAGE NETWORK
100 TOWER DRIVE-SUITE 120
BURR RIDGE, ILLINOIS 60521



93447973

[Space Above This Line For Recording Data]

MORTGAGE

003920053

THIS MORTGAGE ("Security Instrument") is given on MAY 28, 1993
GEORGE SZEMBORSKI
AND ELIZABETH SZEMBORSKI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
FIRST NATIONAL MORTGAGE NETWORK

DEPT-A1 RECORDINGS \$33.50
T#9999 TRAN 0887 R6/14/93 11:12:00
#0437 # 447973
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 100 TOWER DRIVE-SUITE 120
BURR RIDGE, ILLINOIS 60521
EIGHTY EIGHT THOUSAND FOUR HUNDRED
AND 00/100

Dollars (U.S. \$ 88,400.00).
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 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 COOK County, Illinois:

PARCEL 1: LOT 1 IN BLOCK 41 IN THE TRAILS UNIT THREE, BEING A
SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH,
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

07-35-312-082

which has the address of 541 NORTH YOSEMITE, ROSELLE
Illinois 60172
Zip Code

Street, City .

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

6P-6R(IL) 081011

VERMONT MORTGAGE FORMS 0313200-0100 180015217291

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DPS 1089
Form 3014, 9/90
G.S.E.

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83-563
DPS 1080
Farm 3014, 9/1980

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Holderover shall promptly discharge any lien which has priority over this Security Instrument unless Holderover: (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 against his Security Instrument, it Lender may give Holderover a notice identifying the lien. Borrower shall satisfy the lien or more of the debts set forth above within 10 days of the giving of notice.

1 and 2 shall be applied; first to any preliminary changes due under the Note; second, to annual payments due under Paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Funds held by Lender 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 of sale as a credit against the sums secured by

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.

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

The Funds shall be held in an institution whose expenses are incurred by a federal agency, instrumentality, or entity including Lender, if Lender is subject to regulation or in any Federal Home Loan Bank. Lender shall apply the same rules, Lender may not charge Borrower for holding and applying the Funds, annually reanalyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and approves law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate law reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Exterior items or otherwise in accordance with applicable law.

The provisions of paragraph 8, in law of the payment of mortgage insurance premiums. These items are called "Escrow items," funds in an amount not to exceed the maximum amount a lender for a federally

and assessments which may allow promptly after this security instrument as a hen on the Property (b) freely leasedhold paymens
of ground rents on the Property, if any; (c) freely hazard of property insurance premiums; (d) freely flood insurance premiums;
of any (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by borrower to Lender, in accordance with

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

1. Payment of Premium and Interest: Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and all its obligations and the charges which make the Note

variations by jurisdiction to constitute a uniform security instrument covering real property.

giant 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.

BORROWER GOVERNANTS shall however be lawfully seized of the estate hereby conveyed and has the right to mortgage, lease or otherwise dispose of the same.

£50026400

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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 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

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Form 3014 9/90

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DPS 1082 Form 3014 9/90

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

13. **Covering Law Severability.** This Security Instrument shall be governed by the 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 declared ineffective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

or any other address Borrower 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 Borrower. Any notice provided for in this Section shall be deemed to have been given to Borrower if Lender gives written notice as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and this law is finally interpreted so that the interest or other loan 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 the principal owed under this note or by making a prepayment to Borrower, if it is refund redches principal, the reduction will be treated as a partial prepayment without any further payment. Lender may choose to make this refund by reducing the principal owed under this note or by making a prepayment to Borrower, if it is refund redches principal, the reduction will be treated as a partial prepayment without any further payment.

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's governants and representatives shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

11. Borrower Not Kept Held by Lender Not a Waiver; Extension of the time for payment of modification of amortization of the sums secured by the 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 required to extend time for payment of any principal or interest due under this Note if Lender is not paid in full the amounts secured by this Note.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause 1 by amounts of such paybacks.

In the event of a dispute as to ownership, or in the event notice of demand to pay over the sum demanded is given, Borrower shall be liable to pay over the sum demanded to Lender, and the application of proceeds of any sale of the property shall be as follows:

be applied to the sums secured by this Security instrument whether or not the sums are then due.

This Security Lien instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

condemnation of other lands of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and shall be paid to Lender.

9. Inspection. Lender or his 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.

payments may no longer be required, at the option of Lender, if mortgagor 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.

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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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DPS 1094	My Commission Expires:
Notary Public, State of Illinois JESSICA PETHEES My Commission Expires 11/18, Page 6 of 8	
Notary Public, State of Illinois JESSICA PETHEES My Commission Expires:	
Given under my hand and official seal, this 26 day of October, 1993.	
free and voluntary act, for the uses and purposes herein set forth.	
Signed and delivered to the foregoing instrument, appeared before	
me this day in person, and acknowledged that THEY	
GEORGE SZEMBORSKI AND ELIZABETH SZEMBORSKI, HUSBAND AND WIFE	
County and state do hereby certify that	
a Notary Public in and for said	

County ss:

STATE OF ILLINOIS, COOK

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

Witness

Check applicable box(es)

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Imprecise Rider
- Second Home Rider
- Other(s) (Specify)
- V.A. Rider
- Balloon Rider

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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. This Security Instrument 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.

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RIDER - LEGAL DESCRIPTION

PARCEL 1: LOT 1 IN BLOCK 41 IN THE TRAILS UNIT THREE, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SUBDIVISION RECORDED JANUARY 4, 1973 AS DOCUMENT NUMBER 22176580, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS TO AND FOR THE USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NUMBERS 21992274 AND 22223915, IN COOK COUNTY, ILLINOIS.

07-35-312-082

RECORDED
07-35-312-082

DPS 049