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Loan No. 14184-9

93498692

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COOK COUNTY, ILLINOIS
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93498692

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JUNE 21ST, 1993**

The mortgagor is **JAMES C. JACKSACK AND SHIRLEY W. JACKSACK, HIS WIFE,**

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

COMMUNITY SAVINGS BANK

which is organized and existing under the laws of **THE STATE OF ILLINOIS**

, and whose address is

4801 WEST BELMONT AVENUE, CHICAGO, ILLINOIS 60641

("Lender"). Borrower owes Lender the principal sum of

FIFTY THOUSAND AND 00/100

Dollars (U.S. \$ **50,000.00**). 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, 2003

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 EIGHT (8) IN BLOCK SEVEN (7) IN ARTHUR T. MC INFOSH AND COMPANY'S HOME ADDITION TO PARK RIDGE BEING A SUBDIVISION OF THE WEST HALF (W-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP FORTY-ONE (41) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH THREE HUNDRED FIFTY (350) FEET THEREOF) IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: **09-25-310-023-0000.**

93498692

which has the address of

408 N. MERRILL
(Street)

PARK RIDGE

Illinois

60068
(Zip Code)

("Property Address");

ILLINOIS. Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1070 (9802)

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

Great Lakes Business Forms, Inc. ■

To Order Call: 1-800-630-8763 • FAX 616-791-1131

CSB93000160

BOX 331

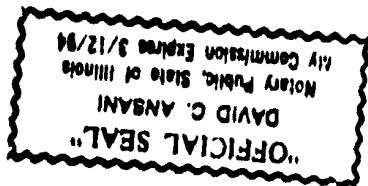
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COMMUNITY SAVINGS BANK
4801 WEST BIRMONT AVENUE
CHICAGO, ILLINOIS 60641

Form 3014 9/90 (Page A of 6 Pages)

BOX 331

(Address)



Notary Public

Tuesday
March 21st 1994

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 he

(personally known to me to be the same person(s) whose names)

a Notary Public in and for said county and state,

County of

STATE OF ILLINOIS.

H.W.

and delivered the said instrument as

do hereby certify that **JAMES C. JACKSACK**

(Seal)
Notarizer

(Seal)
Notarizer

SHIRLEY W. JACKSACK

JAMES C. JACKSACK

XXXXXX
XXXXXX

XXXXXX
XXXXXX

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

(Other(s) (specify))

Biweekly Payment Rider

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

(Check applicable box(es))

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.

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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 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 general 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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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the lots or parcels of land in the same manner as the property of the persons in possession.

Borrower shall promptly disclose 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) conveys in good faith the lien, or derivatives arising out of the instrument of the lien, in, legal proceedings which in the Lender's opinion operate to prevent the sale, or defers enforcement of the instrument of the lien until payment is made to Lender in full, or (c) secures from the Lender the holder of the lien an agreement substantially identical to the terms of this Security Instrument.

4. **Charges:** Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the package; interest, to principal due; rent, to interest rate, to any late charges due under this note.

3. Application of Payment Laws

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 or sale as a credit against the sums accrued by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts required by this Security Instrument, Lender shall promptly refund to Borrower any deficiency in no more than twelve monthly payments, in Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including funds, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borromer for holding and applying the Funds until it has received payment of every item the Escrow items, unless Lender pays Borromer interest on the Funds until paying the escrow account, or eventually the Escrow items, unless Lender pays Borromer to pay a one-time charge for an independent real Lender to make such a charge. However, Lender may require Borromer 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 provides otherwise.

2. Funds for Taxes and Insurance. Subject to application of law or to written waiver by Lender, Borrower shall pay to Lender on the day monthly payments, all amounts due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold payments and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly leasehold taxes and assessments which may accrue on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance Items". Funds in an amount not to exceed the maximum amount available under the lesser amount, less a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount of funds or otherwise in accordance with applicable law.

1. Payment of Premium and Interest; Preparation 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 GOVERNANTS. Rotmorder und Leutnant governant und agree in 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.

HICKORYFORK COTTAGENANTS has Rotower is lawfully seized of the estate hereby conveyed and has the right to any
Borrower's warrants and will defend generally the title to the Property against all claims and demands, subject to any
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

TOGETHER WITH IN THE INFORMATIONS NOW TO THE BETTER UNDERSTOOD ACCORDING TO THE PROPERTY, AND FIXTURES NOW TO THE PROPERTY, ALL REPAIRS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 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 declared to be severable.

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

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To the extent that the above instrument is a copy of a recorded instrument, it is a copy of a record.

Second Lender Name - Family Member/Friend/Mile - INFORMATION STATEMENT - (Information Overview) #90 (page 4 of 9 pages)

10. (Undeclared). The proceeds of my award of claim for damages, direct or consequential, in connection with my give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall and Lender or applicable law.

losses recoverable, until the requirement for mortgage insurance ends in accordance with my written agreement between Borrower available and is obtained; Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a coverage (in the amount and for the period that Lender requires), provided by an insurer approved by Lender upon becomes coverage insurance. Losses under will accept, use and retain the payment paid by Borrower when the Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender approved by Lender. If subsequently equivalent mortgage from an ultimate premium paid by Borrower shall pay to premium required to obtain coverage substantially equivalent to the mortgage previously in effect, in a cost premium, the mortgage insurance coverage insures to be in effect, Borrower shall pay the premium required to maintain the mortgage insurance in accordance with my terms of payment, unless otherwise specified by Lender. Lender shall be liable for any damage incurred by Lender in making the loan secured by this security instrument. Borrower shall pay the mortgage insurance in effect. It, for my

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this payment, date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender, to Borrower requesting Security instrument, unless Borrower and Lender under this paragraph 7 shall become additional debt of Borrower secured by this Any amounts disbursed by Lender does not have to do so.

under this paragraph 7, Lender does not have to do so.

In court, paying reasonable attorney's fees and expenses on the Property to make repairs, although Lender may take action Lender's actions may include paying my sums secured by a lien which has priority over this Security instrument, appealing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may do a proceeding in bankruptcy, probate, for condemnation of, or otherwise laws or regulations, when property such as a proceeding in bankruptcy, probate, for condemnation of, or otherwise laws or regulations, when contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the to the meter in writing.

of the lease, if Borrower agrees to the Property, the lessee shall not merge unless Lender agrees to the lease, if Borrower resides in this Security instrument is a leasehold, Borrower shall comply with all the provisions Property as a principal residence, if this Security instrument is a leasehold, during the loan application process, give materially different information in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Lender in the form of statements to Lender for failed to provide Lender with any material information in connection with the loan or proceeds in the Property or other material information of the loan created by this Security instrument or Lender's security interest in the Property to be dismissed with a ruling that, if Lender's good faith determination of the Borrower's proceeding to be dismissed security interests, Borrower may file such a default and the fee title shall not merge unless Lender or Lender's security interest, whether valid or criminal, is begun that in Lender's good faith finding the action could result in any forfeiture action or proceeding, whether valid or criminal, is beyond the loan created by Lender, Borrower shall be in default of the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall destroy, damage or impair the Property, unless Lender otherwise agrees in writing, Borrower shall not be liable for any damage to the Property, or otherwise circumstances exist which are beyond Borrower's control, Borrower shall not be liable for any gear after the date of occupancy, unless Lender occupies the Property in writing, which consent shall not be executed of this Security instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days after Lender, Borrower shall occupy, establish, and use the Property as Borrower's residence within sixty days after

6. Occupancy, Preparation, Maintenance and Protection of the Property; Borrower's Loan Application instrument intended, prior to the acquisition.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or the note is given.

the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the Property, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore from damage to settle a claim, or does not answer within 30 days a notice from Lender that the insurance carrier has abandoned the Property, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security instrument, whether or not then due, the insurance proceeds shall be restored to the restoration of repair is not economically feasible for Lender's security is not lessened. If the Property damaged, if the restoration of repair is economic feasibility feasible and Lender's security is not lessened, if the Lender, Lender may make proof of loss not made promptly by Borrower.

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 not made promptly by Borrower.

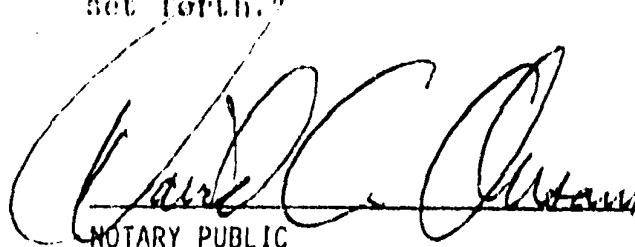
Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at periods that Lender requires. The insurance carrier providing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

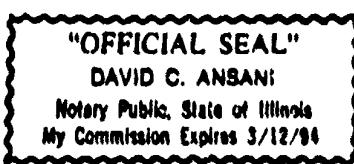
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Property of Cook County Clerk's Office
92498692

"I, David C. Ansani, a notary of public in and for said county aforesaid, do hereby certify that James C. Jackson, who is personally known to me to be the same person who executed the within instrument AS THE ATTORNEY IN FACT of Shirley W. Jackson, , appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument, as the attorney in fact, as the free and voluntary act of himself and of said his said principal for the uses and purposes in said instrument set forth."


6/21/93
NOTARY PUBLIC



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