

PREPARED BY:  
THERESA LENART  
CHICAGO, IL 60634

# UNOFFICIAL COPY

RECORD AND RETURN TO:

HOME FINANCIAL GROUP, INC.  
6240 WEST BELMONT AVENUE  
CHICAGO, ILLINOIS 60634

93503372

93503372

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 25, 1993  
MIODRAG CIRKOVIC, UNMARRIED  
AND THERESA KOWALIK, UNMARRIED

TERESA

("Borrower"). This Security Instrument is given to  
HOME FINANCIAL GROUP, INC.

The mortgagor is

DEPT-01 RECORDING \$51.50  
1190091 TRAN 2287 06/30/93 15:43:00  
47635 4 13 91-95-78053-212  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 6240 WEST BELMONT AVENUE

CHICAGO, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED  
AND 00/100 Dollars (U.S. \$ 126,900.00).

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, 2023

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 44 AND THE NORTH 1/2 OF LOT 45 IN VOLK BROTHERS FIRST ADDITION SHAW  
ESTATES, A SUBDIVISION OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 24,  
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND  
SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

TAX #12-24-211-034

which has the address of 3815 NORTH OLCOTT, CHICAGO  
Illinois 60634 ("Property Address");  
Zip Code

Street, City ,

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

IMP -6RIIL 48101

VMP MORTGAGE FORMS - (312)283-8100 - (800)621-7291

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MD-BRILL (9-91)

more of the actions set forth above within 10 days of the giving of notice. If this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one of this Security Instrument. If Lender delivers a notice identifying the lien, Borrower shall satisfy the lien or this Security Instrument that any part of the Property is subject to a lien which may attach priority over enforcement of the lien; or (c) severs from the holder of the lien an agreement subservient to Lender's subordination of the lien to Lender, or defers assignment of the lien in a manner acceptable to Lender, by, or defers assignment of the lien to the party holding title to the lien in a manner acceptable to Lender; (b) consents in good faith the lien writing to the payment of the obligation secured by the lien in a manner unless Borrower; (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument including the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and leases held by lessees of ground rents, if any, Borrower shall pay which may attach priority over this Security Instrument, and leases, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leases applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

this Security Instrument.

Funds held by Lender, it, 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 to a credit against the sums secured by

Funds held by Lender in accordance with the requirements of applicable law, Lender shall account to Borrower any

upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

welfare monitory payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may acceptably Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender in any

if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, in annual accountings of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

vertifying the Escrow items, unless Lender is paid, Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items, Lender may not charge to Lender for holding and applying the Funds, annually analyzing the escrow account, or

(including Lender, if Lender is such a institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

Lender may estimate the amount of Funds due on the basis of current data and hold Funds in an amount not to exceed the lesser amount,

sets a lesser amount. If, in any time, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items".

it any); (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may attach priority over this Security Instrument as a lien on the Property; (h) yearly leasehold payments;

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes on

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to the

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will delete generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagage,

lascivious now or hereafter a part of the property. All repudiations and addendums shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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

DPS 1091  
Form 3014 9/90

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Form 301A 9/90  
DPS 1082

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

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in 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 of 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 instrument shall be delivered to Lender within seven days of the time it is received in this instrument.

prepayment charge under the Note.

[3]. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges,

make any accommodations which regard to the terms of this Security Instrument or the Note without the Borrower's consent.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The co-venants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 12. 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 mortgagee, 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, forfeit or terminate this Security instrument; and (d) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument.

successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

secured by this Security Interest, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make a award of 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 of repair of the Property or to the sum

he appealed to the court secured by his Security instrument whether or not the sums are due.

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

This security testiment shall be read and the sum secured by the proceeds distributed by the last surviving relative of the testator.

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the

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

shall be paid to Lender.

10. **Condemnation:** The proceeds of any award of claim for damages, whether or in connection with a condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Shorter notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

the premium is required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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 insure 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

NOTARY PUBLIC, STATE OF ILLINOIS  
MARK L. OZBROOK  
My Commission EXPIRES 8/22/94  
OFFICIAL SEAL Notary Public

My Commission Expires

EBI 1993

*W.W. Weller*

Given under my hand and of my seal, this 25TH day of  
free and voluntary act, for the uses and purposes herein set forth.  
me this day in person, and acknowledge that THEY  
signed and delivered the said instrument as THEIR  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before  
THERESA

THERESA KOWALIK, UNMARRIED  
MIDRAG CIRKOVIC, UNMARRIED AND  
county and state hereby certify that  
1. THE UNDERSIGNED

a Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

Witness

Borrower

(Seal)

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.

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Planmed Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) (specify)

(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.