

PREPARED BY:  
Marcia Williams  
Inverness, IL 60067

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RECORD AND RETURN TO:

FIRST SUBURBAN MORTGAGE CORPORATION  
1608 COLONIAL PARKWAY - WILLIAMSBURG VILLAGE  
INVERNESS, ILLINOIS 60067

BOX 392

[Space Above This Line For Recording Data]

## MORTGAGE

DEPT-11

928739

928739 Prop T44444 TEAM 3584 07/28/93 15:50:00  
44718-4 - 9-23-587986 - COOK COUNTY RECORDER

**COOK COUNTY RECORDER**

THIS MORTGAGE ("Security Instrument") is given on JUNE 18, 1993. The mortgagor is JEROME J. BLAZEK AND JANICE C. BLAZEK, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to FIRST SUBURBAN MORTGAGE CORPORATION

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which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1608 COLONIAL PARKWAY - WILLIAMSBURG VILLAGE INVERNESS, ILLINOIS 60067

INVERNESS, ILLINOIS 60067 (Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED  
AND 00/100 Dollars (U.S. \$ 189,500.00).

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 150 IN WILLOW WOOD, BEING A SUBDIVISION OF PART OF SECTION 14,  
TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR  
OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 30, 1962, AS DOCUMENT  
NUMBER 2046942, IN COOK COUNTY, ILLINOIS.

93569986

which has the address of 713 BEL AIRE TERRACE, PALATINE  
Illinois 60067 ("Property Address");

**Street, City**

**Zip Code**

ILLINOIS-Schola-Family-Enrolle Mac/Fraddie Mac UNIFORM INSTRUMENT Form 3014 D 90 Page 1 of 6 QRS 10B9

**ILLINOIS-Single Family-Fairlife Mac/Fratidle Mac UNIFORM INSTRUMENT**

VMP MORTGAGE FORMS - (313)283-8100 - (800)621-1747

DPS 10B9  
Form 3014 D/90

<sup>(3)</sup> 按：據《大清會典》卷一百一十一，康熙五十二年（1713）正月，因「各國使臣來朝，多以金銀財物為禮」，故將禮部所存「各國禮物」移存戶部。

<sup>1</sup> See, e.g., *United States v. Ladd*, 100 F.2d 720, 722 (5th Cir. 1938) (“[T]he right to a trial by jury is a fundamental right which cannot be abridged.”); *United States v. Sneed*, 100 F.2d 720, 722 (5th Cir. 1938) (“[T]he right to a trial by jury is a fundamental right which cannot be abridged.”).

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Date 1980

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more of the actions set forth above within 10 days of the giving of notice, this Security Instrument, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or earlier than the time of the filing of the action, if any part of the Property is subject to a lien which may affect the security instrument, it Lender determines that such action will affect the security instrument to Lender's satisfaction, to Lender's satisfaction the lien to endorsement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be removed, or (d) secures from the holder of the lien a payment of the amount of the lien by the Lender's option operate to prevent the withdrawal of the payment of the amount received by the Lender in a manner acceptable to Lender; (b) agrees in writing in the payment of the obligation secured by the lien in good faith to the Lender.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments, to the person owed payment, Borrower shall furnish to Lender all notices of amounts to be paid under this instrument, these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time immediately.

4. Changes; Liens. Any addition priority over this Security Instrument, and thereafter old payments or round rents, if any, Borrower shall pay to the Property which any additions, assessments, charges, taxes and improvements will be liable to the Property.

Third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts paid under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

of the Property, shall apply any funds held by Lender at the time of requisition or sale as a credit against the sums secured by this Security Instrument.

Funds held by Lender, if, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the requisition or sale of the Property, shall apply any funds held by Lender at the time of requisition or sale to the sum secured by this Security Instrument.

If upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender 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 so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law.

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, an annual account of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, if a defereed sum shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise.

notifying the Escrow items, unless Lender, pays Borrower interest on the Funds and applies it to principal Lender to make such a charge. However, Lender may require full one-time charge for an independent real estate tax reporting service

Escrow items, Lender may not charge for holding and applying the Funds, annually multiplying the escrow account, or including Lender, if Lender is such as institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge for holding and applying the Funds, annually multiplying the escrow account, or

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 expenditure of future

1974 is amended § 17a, time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless otherwise law shall applies to the Funds related mortgagor loan, may require for Borrower's escrow account under the federal Residential Settlement Procedures Act of

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

a ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect 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

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

principals 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:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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

**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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DPS 1092 Form 301-A/18-94

Securities instruments issued or deemed to have been given to a holder 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 delivering it or by mailing it by first class mail unless otherwise specified in this Security Instrument or by deliverying it or by mailing it to Borrower at his address set forth above or to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by deliverying it or by mailing it to Borrower at his address set forth above or to any other address Lender designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address set forth herein or to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be given by deliverying it or by mailing it to Lender at his address set forth above or to any other address Lender designates by notice to Borrower.

13. **Lawn Charges.** If the loan secured by this security instrument is subject to a law which sets maximum lawn charges, and that law is found by the court to interest of other loans charged collected to it, he 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 sum already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit; and (c) if any sum already collected from Borrower which exceeded permitted limits will be treated as a partial repayment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment until any payment to Borrower. Lender may choose to make this reduction 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 repayment until any payment to Borrower.

12. **Successors and Assignees 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 shall be liable for all amounts due under this Security Instrument and for all costs and expenses of collection, including attorney's fees, incurred by this Security Instrument without regard to the terms of this Security Instrument or the date without which Borrower's consent is necessary.

11. Borrower Not Released; Forfeiture by Lender Not a Waiver. Extension of the time for payment of modification of ammortization 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 liable to any successor in interest of Borrower for any amount due under this Security Instrument.

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 fractions: (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 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.

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

Insurancce ends in accordance with any written agreement between Borrower and Lender or applicable law.

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance is removed.

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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 in relation 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:

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**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.

