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RECORD AND RETURN TO:
CARL I. BROWN AND COMPANY (dba ABC MORTGAGE COMPANY OF ILLINOIS)
612 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112

(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

FHA Case No.

13117210029-703

93599703

93-16062

THIS MORTGAGE ("Security Instrument") is made on JULY 13, 1993. The Mortgagor is
PHILIP J. ZELEZNIKAR AND DAWN ZELEZNIKAR, HUSBAND AND WIFE

1400 SOUTH 58TH AVENUE, CICERO, ILLINOIS 60650 (Borrower). This Security Instrument is given to
DEPT. OF RECORDING 031.50
150000 1800 2996 08/02/93 16:26100
08414 0 M 9.5- 2629/17.4
COOK COUNTY RECORDER

CARL I. BROWN AND COMPANY (dba ABC MORTGAGE COMPANY OF ILLINOIS

which is organized and existing under the laws of THE STATE OF KANSAS, and whose
address is 612 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112. Lender ("Lender") Borrower owes Lender the principal sum of
ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED EIGHTY AND 00/100

Dollars (U.S. \$ 116,480.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2008.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph b) 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 1 IN THE SUBDIVISION OF LOT 10 IN BLOCK 9 IN MANDELL AND HYMAN'S
SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF
THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-20-219-019

which has the address of 1400 SOUTH 58TH AVENUE, CICERO
Illinois 60650 Zip Code ("Property Address").

318
Street City

LENDING

ABC MORTGAGE COMPANY OF ILLINOIS

FHA Illinois Mortgage - 2/91

1000

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Third to merged under the Note

Fourth to merged under the Note

Fifth to merged under the Note

Sixth to merged under the Note

Seventh to merged under the Note

Eighth to merged under the Note

Ninth to merged under the Note

Tenth to merged under the Note

Eleventh to merged under the Note

Twelfth to merged under the Note

Thirteenth to merged under the Note

Fourteenth to merged under the Note

Fifteenth to merged under the Note

Sixteenth to merged under the Note

Seventeenth to merged under the Note

Eighteenth to merged under the Note

Nineteenth to merged under the Note

Twentieth to merged under the Note

Twenty-first to merged under the Note

Twenty-second to merged under the Note

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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, representation concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, taxes and impositions that are not included in paragraph 3. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 3, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 3.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of the terms secured by this Security Instrument granted by Lender to any success in interest of Borrower shall not operate to release the liability of the original Borrower or otherwise modify any other obligations of the Borrower. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or constitute the

10. Reinstatement. Borrower has a right to be reinstated if Lender has received immediate payment in full because of non-payment of any amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are initiated. To reinstate the Security Instrument, Borrower shall tender, in a lump sum, all amounts required to bring Borrower's account current in full, to the extent they are obligated under this Security Instrument, including a pro-rata share of the costs and expenses of the foreclosure proceedings and reasonable attorney's fees and expenses. Lender is not required to permit reinstatement if: (1) Lender has accepted payment after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a court-ordered foreclosure proceeding; (2) reinstatement will provide no benefit to Lender on the grounds in the instrument or the instrument will adversely affect the priority of the lien created by this Security Instrument.

9. Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and to exercise all its options under the Note and the Security Instrument. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and to exercise all its options under the Note and the Security Instrument. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and to exercise all its options under the Note and the Security Instrument. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and to exercise all its options under the Note and the Security Instrument.

8. Grounds for Acceleration of Debt. (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument if: (i) Borrower fails to pay in full any monthly payment required by this Security Instrument prior to the due date of the next monthly payment; or (ii) Borrower defaults by failing to perform any other obligations contained in this Security Instrument. (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if: (i) all or part of the Property, or a beneficial interest in a trust covering all or part of the Property, is sold or conveyed, transferred other than by devise or descent by the Borrower, and (ii) the Property is not occupied by the purchaser or grantee or his or her principal residence, or the portion of the Property covered by the Property but has not been approved in accordance with the requirements of the Secretary.

7. Waiver. It is understood that Lender would require immediate payment in full, but Lender does not require such payment if Lender does not waive its rights with respect to subsequent events.

6. No Waiver. Extension of the time of payment or modification of the terms secured by this Security Instrument granted by Lender to any success in interest of Borrower shall not operate to release the liability of the original Borrower or otherwise modify any other obligations of the Borrower. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or constitute the

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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 9.6. 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. **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 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.

14. **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.

15. **Borrower's Copy.** Borrower shall be given one confirmed copy of this Security Instrument.

16. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. **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.

19. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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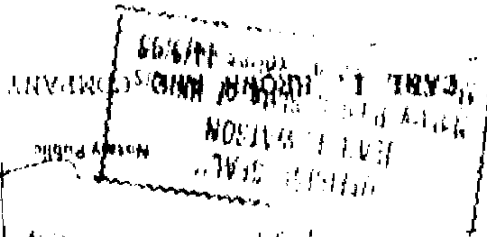
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This instrument was prepared by [Name]

My commission expires [Date]

I, the undersigned, a Notary Public in and for said county and state do hereby certify that the following persons, personally known to me to be the same persons whose names are set forth in the instrument, appeared before me this day in person, and acknowledged that they executed the instrument for the purposes therein set forth.

PHILIP J. ZIEZNIKAR AND DAWN ZIEZNIKAR, HUSBAND AND WIFE

Family # [Number] in Notary Public in and for said county and state do hereby certify that [Name]

-Borrower (Sign)

-Borrower (Sign)

-Borrower (Sign)

DAWN ZIEZNIKAR

-Borrower (Sign)

PHILIP J. ZIEZNIKAR

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders created by Borrower and recorded with it.

[] Traditional Payment Rider
[] Escrow Payment Rider
[] Flood Risk Development Rider
[] Other [Specify]

20. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check applicable boxes)

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Property of Cook County Clerk's Office