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SG/SPB (2857)

74-56-339

REC'D BY: [REDACTED]  
REC'D BY: [REDACTED]

93770852

BELL FEDERAL SAVINGS AND  
LOAN ASSOC.  
CORNER MONROE AND CLARK  
CHICAGO, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN NO. \_\_\_\_\_

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... SEPTEMBER 19.....  
19 ..... 83 ..... The mortgagor is ..... JEROME C. KOZMA, A BACHELOR.....  
..... ("Borrower"). This Security Instrument is given to .....  
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION ..... which is organized and existing  
under the laws of ..... THE UNITED STATES OF AMERICA ..... and whose address is .....  
78 West Monroe Street - Chicago, IL 60603 ..... ("Lender").  
Borrower owes Lender the principal sum of ..... SEVENTY FOUR THOUSAND FOUR HUNDRED AND 00/100.....  
Dollars (U.S. \$ ..... 74,400.00....). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on ..... 10-01-2023..... 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 prop-  
erty located in ..... COOK ..... County, Illinois:

THE WEST 4.00 FEET OF LOT 2, ALL OF LOT 3 AND EAST 8.50 FEET OF LOT 4 IN SNOW AND  
HILL'S SUBDIVISION OF LOT 29 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16,  
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

REC'D BY: [REDACTED]

93770852

PERMANENT TAX I.D. NUMBER 18-18-E11-008-0000

which has the address of ..... 4903 ..... W QUINCY STREET ..... CHICAGO, IL 60644  
[Street] [City] [Zip Code]

Illinois ..... 60644 ..... ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security  
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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This instrument was prepared by KARIN GRUZALSKI 78 W. MONROE CHICAGO IL 60603

(SEAL)

1993

day of April

day of April

5494

My Commission Expires: CFC/C/S/SE/

NOTARY PUBLIC

Navy

City

State

Zip

and deed and shall HE execute said instrument for the purposes and uses herein set forth.  
 instrument, have executed same, and acknowledge said instrument to be THIS day and voluntary act  
 before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing  
 document, I declare to be true and accurate copy of the original instrument.

DEEDOR C. KOZNA, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, do hereby certify that  
 the undersigned

COUNTY OF COOK SS:  
 STATE OF ILLINOIS

Borrower

(Seal)

Borrower

(Seal)

JEROME C. KOZNA

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

- 2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  
 with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument  
 and supplemental to the covenants and agreements of each such rider shall be incorporated into and shall supersede  
 all covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable box(es))
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Continguum Rider  | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider                          | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider                                  | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      | <input type="checkbox"/> 3 YEAR FIXED RATE 30 YEAR AMORTIZED LOAN MORTGAGE RIDER |   |

2A. 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 supersede  
 all covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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Form 3016 Sub (page 5 of 6 pages)

23. Whether or if Homeestead, Borrower will give all right of homesteaded occupancy in the Property.
- Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Likewise, Lender shall payment of all sums secured by this Security Instrument fees and costs of title insurance.
- Lender shall be entitled to collect all expenses incurred in preparing the records provided by judicial proceeding. Lender shall be entitled to collect all expenses incurred in the records prepared by all expenses incurred by this Security Instrument which further decreased and may require immediate payment by Lender at his option may require immediate payment by Lender. If the debt is not cured or before the date specified in the note, Lender or his option may require immediate payment by Lender. It will be the non-expense of a default or any other expense of Borrower to accelerate the debt to enter in the records ceasing the further liability Borrower after acceleration and the right to enter in the records pre- of the result secured by this Security Interest, regardless of date proceeding and sale of the Property. The result be cured; and (d) such failure to cure the default on or before the date specified in the note given to Borrower, by which time default: (c) a date, not less than 30 days from the date the note is given to Borrower, by which time action pursuant to applicable law provides otherwise). The note shall specify: (a) the default required to cure the breach of any covenant or agreement to this Security Instrument (but not prior to acceleration); (b) notice Borrower's

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

Borrower shall promptly take all necessary remedial actions in accordance with this Environmental Protection Law.

that relate to health, safety, or environmental protection.

used in this Paragraph 20. Environmental Law means federal laws and laws of the jurisdiction where the Property is located pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As Environmental Law and the following substances: asbestos, recreation, after use, capable of toxic petroleum products, gases

any used in this Paragraph 20. "Hazardous Substances" are those substances defined as toxic or hazardous substances

Borrower authority, that any removal of other remediation of any Hazardous Substances affecting the Property is necessary, remedial or removal of which Borrower has actual knowledge. If, after one year terms, or is notified by any government of any Governmental Law or regulation agency of private party involved, the property and any Hazardous Substances or

any government of small units of environmental law. The remediation of any Hazardous Substances that are generally recognized as appropriate to the Property.

(a) normal reasonably uses and to maintenance of the Property;

(b) or reasonable in violation of any Environmental Law. The remediation of any Hazardous Substances that are generally recognized as appropriate to the Property shall be done, nor allow anyone else to do, anything affecting

(c) any Hazardous Substances on or in the Property, Borrower, shall not cause or permit the practice, use, disposal, storage, or release

The notice will also communicate any other information required by applicable law.

The notice will state the name and address of the new loan servicer and the addresses to which payments should be made.

Servicer, Borrower, will be given written notice of the change in service with paragraph 4 above and applicable law.

will be one of more changes. The Loan Servicer intended to a notice of the Note. If there is a change of the Loan known as the "Loan Service," that collects monthly payments due under the Note and this Security Instrument. There may be sold on, or more times without notice to Borrower. A sale may result in a change in the entity instrument may be sold on, or more times without notice to Borrower. The Note or a partial interest in the entity

(19. Sale of Note, Change of Loan Servicer. The Note or a partial interest in the Note (including this Security

(i) right to rescind this Note, not apply in the case of acceleration under Paragraph 17.

(ii) amount and the circumstances secured hereby shall remain fully effective as if no acceleration had occurred. However, this circumstances secured or this Security shall continue unchanged. Upon notice communicated by Borrower, this Security is required to accelerate the loan of this Security instrument. Lender's rights in the Property and Borrower's obligation to pay for acceleration are not affected by this Security instrument.

(iii) Lender will receive all sums which when would be due under this Security instrument and the Note as if no acceleration had occurred; (iv) Lender shall receive attorney's fees, and (d) makes such action as Lender may reasonably instruments, including, but not limited to, reasonable attorney's fees; (v) pays all expenses incurred in enforcing this Security instrument; (vi) receives any other covenants or agreements, (vii) receives any default of any other covenants or agreements; (viii) receives all sums which Security instrument before notice of the Property pursuant to any power of sale contained in this instrument.

(18. Borrower's Right to Redemptions. If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument further notice or demand on Borrower.

by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may institute of note less than 30 days from the date the note is delivered within which Borrower must pay all sums secured as of the date of this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums

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**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**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 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 exceed 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

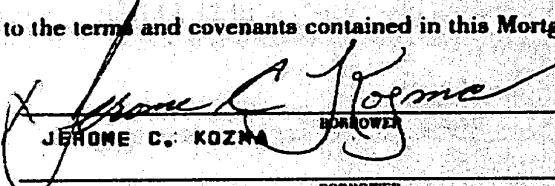


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**26. ASSUMPTION POLICY.** Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards. (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or one percent (1.00%) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpreempted applicable state law.

**27. STAFF ATTORNEYS' FEE.** The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage Rider.

  
[Seal]  
JEROME C. KOZMA  
BORROWER  
[Seal]

Property of Cook County Clerk's Office

CELL FEDERAL SAVINGS AND  
LOAN ASSOC.  
CORNER MONROE and CLARK  
CHICAGO, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN No. \_\_\_\_\_

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