

PREPARED BY:
MORTGAGE EXPRESS
CHICAGO, IL 60634

UNOFFICIAL COPY

9332487

93829847

RECORD AND RETURN TO:

MORTGAGE EXPRESS
5714 WEST BELMONT
CHICAGO, ILLINOIS 60634

BOX 392

[Space Above This Line For Recording Data]

MORTGAGE

13860

DEPT-01 RECORDING \$31.00
T#0000 TRAN 4422 10/15/93 13:00:00
\$4727 4 93-829847
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JUNE 11, 1993. The mortgagor is JAN GAWRYLO AND AGATA GAWRYLO, HUSBAND AND WIFE AND DANUTA DZIESZUTA, A SINGLE PERSON AND DARIUSZ DZIESZUTA, A SINGLE PERSON ("Borrower"). This Security Instrument is given to MORTGAGE EXPRESS

93829847

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 5714 WEST BELMONT CHICAGO, ILLINOIS 60634 ONE HUNDRED EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 108,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 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 EIGHT (8) IN STANLEY E. JONES' SUBDIVISION OF THE NORTH QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) (EXCEPT THE EAST 166 FEET THEREOF) OF SECTION 20, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-30-429-008

312

which has the address of 5637 WEST SCHOOL, CHICAGO
Illinois 60634
Zip Code

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS - (214) 923-8100 - (800) 621-7291

Page 1 of 6

DPS 1088

Form 3014 9/99
mills
D2 B2

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⑦ Ds. B. 20

Form 1

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If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments made.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions which may attach priority over this Security instrument, and easemental payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless 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; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any time is not sufficient to pay the Escrow Items when due, Lender may so act as Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

1. Payment of Premium and Interest; Prepayment and Late Charges. Borrower shall promptly pay to 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 and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount available for a lender for a federal mobile mortgage loan, or require the Borrower's escrow account under the federal Real Estate Settlement Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Fund's sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS. Bottower 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-national covenants with limited effect and convey the title to the Property against all claims and demands, subject to any encumbrances of record, and will defend generally the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants and conveys 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 mortgage it.

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payments may no longer be required at the option of Lender if no 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.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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• 6401 (50)

7. Lender does not have to do so.

Leasedhold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 is prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument.

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 until the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender

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

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or 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 (related 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.

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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.

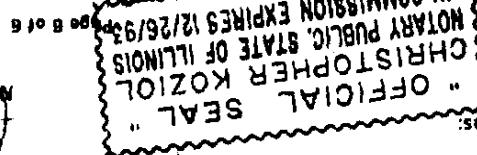


Page 6 of 6

DPB 1083
Form 3034 9/90
D. Dr. B. Dr.

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DPS 1094



My Commission Expires:

Notary Public

CHRISTOPHER KOZIOŁ
"OFFICIAL SEAL"

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/26/93, NO. 8046.

Given under my hand and official seal, this 11 day of July 1993,
free and voluntary act, for the uses and purposes herein set forth.
Signed and delivered to the foregoing instrument, prepared before
me this day in person, and acknowledged that THEY
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appraised before
me this day in person, and acknowledged that THEY
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appraised before
AND DANUTA DZIESZUTA, A SINGLE PERSON
AND JAN GAWRYLO AND AGATA GAWRYLO, HUSBAND AND WIFE
COUNTY and state do hereby certify that
, a Notary Public in and for said
, UNDER SIGNED

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS

County ss:

BORROWER
BOGUSLAW DZIESZUTA
(SEAL)

DARITA DZIESZUTA
DARITA DZIESZUTA
(SEAL)

DANUTA DZIESZUTA
DANUTA DZIESZUTA
BORROWER
(SEAL)

JAN GAWRYLO
JAN GAWRYLO
BORROWER
(SEAL)

Witness

Witness

John Gawrylo

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [Specify]

(Check applicable box(es))

With this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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PREPARED BY:
MORTGAGE EXPRESS
5714 WEST BELMONT
CHICAGO, ILLINOIS 60634

1807058

AND WHEN RECORDED MAIL TO

MORTGAGE EXPRESS
5714 WEST BELMONT
CHICAGO
ILLINOIS 60634

BOX 392
93829848

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

LOAN NO. 13860

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to
VAN DYK MORTGAGE CORPORATION
3777 SPARCS DRIVE SE, GRAND RAPIDS, MI 49506
all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated JUNE 11, 1993
executed by
JAN GAWRYLO AND AGATA GAWRYLO, HUSBAND AND WIFE AND DANUTA DZIESZUTA,
A SINGLE PERSON AND DARIUSZ DZIESZUTA, A SINGLE PERSON AND BOGUSLAW
DZIESZUTA, A SINGLE PERSON, BOGUSLAW DZIESZUTA, A SINGLE PERSON

to MORTGAGE EXPRESS
a corporation organized under the laws of THE STATE OF ILLINOIS
and whose principal place of business is 5714 WEST BELMONT
CHICAGO, ILLINOIS 60634

and recorded in Book/Volume No.
COOK

.page(s)
County Records, State of ILLINOIS

as Document No. 33829847

described hereinafter as follows:

LOT EIGHT (8) IN STANLEY E. JONES' SUBDIVISION OF THE NORTH QUARTER
(1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF
THE SOUTHEAST QUARTER (1/4) (EXCEPT THE EAST 166 FEET THEREOF) OF
SECTION 20, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-D1 RECORDING \$23.00
T\$0000 TRAN 4422 10/15/93 13:00:00
\$4728 5 36703-329848
COOK COUNTY RECORDER

33829848

Commonly known as:

5637 WEST SCHOOL, CHICAGO, ILLINOIS 60634

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF COOK

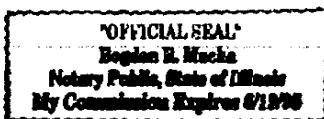
On JUNE 11, 1993 before me, the
(Date of Execution)

MORTGAGE EXPRESS

By: MARIA JANIK
ITS: OWNER

By: JANUSZ TOMSIA
ITS: LOAN OFFICER

WITNESS:



THIS AREA FOR OFFICIAL NOTARIAL SEAL

Notary Public

My Commission Expires

6/19/95 Cook County.

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Property of Cook County Clerk's Office

DO NOT REPRODUCE
DO NOT REPRODUCE