

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

XXXXXXXXXXXXXXXXXXXXX. HOUSEHOLD BANK FSB  
100 MITTEL DRIVE  
WOOD DALE, IL 60191  
XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX  
LOAN NUMBER: 6910889

DEPT--11 RECORD - T \$33.00  
T#3333 TRAN 8481 12/07/93 12:12:00  
#5279-0 - - - 93-998742  
COOK COUNTY RECORDER

- [Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 24TH , 1993  
The mortgagor is ANDRZEJ BUDZYNISKI AND ZOFIA BUDZYNISKI, HIS WIFE

LINCOLN HOME MORTGAGE INC., which is organized and existing under the laws of ILLINOIS, 447 N. ROSELLE ROAD, ROSELLE, IL 60172 ("Borrower"). This Security Instrument is given to , and whose address is ,

(*"Lender"*). Borrower owes Lender the principal sum of EIGHTY EIGHT THOUSAND AND NO/100 Dollars (U.S. \$ 88,000.00). 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 DECEMBER 1ST, 2013. 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:

SEE ATTACHED LEGAL DESCRIPTION

PIN #13-28-208-001

which has the address of 5159 W. BARRY AVENUE  
[Street] , CHICAGO  
[City]  
Illinois 60641 ("Property Address");  
[Zip Code]

**ILLINOIS** -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876L1 (9202)

**Form 3014 9/90 (page 1 of 6 pages)**

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5. **Fraud and Unfair Property Insurance.** However, sellers will keep the title insurance until the buyer has paid for the property in full.

Borrower shall disclaim any lien which has priority over this Security Instrument unless Borrower: (a) negotiates in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contributes in good faith to the creation or continuation of the lien, or delinquent payments of the lien, in legal proceedings within in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement to let the Lender's opinion operate to satisfy demands of the lien to the extent necessary to give Borrower a notice of default.

4. Changes; Lenses, Borrower shall pay all taxes, assessments, charges, fines and imposts arising from or in the property which may affect this Security Instrument, and leasehold payments of ground rents, if any; Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them at time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, 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.

Funds held by Lender under paragraph 21, Lender shall acquire or sell the Property prior to the acquisition of funds held by Lender under paragraph 21, Lender shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums received by this Security instrument.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 the applicable law.

Lender shall give in Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums received by this Security Instrument.

agreement is reached or applicable law requires payment to be made, Lender shall not be required to pay Borrower any interest or taxes tax reporting service used by Lender in connection with this loan, unless otherwise provided in the Note.

reasonable estimates of expenditures of future tax-exempt items or otherwise in accordance with applicable law.

Estimate Settlement Payment credits Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and amounts due to the Funds in the future. If so, Lender may estimate the amount of Funds due on the basis of current data and amounts due to the Funds in the future.

Lender, in accordance with the provisions of paragraph 8, in lieu of the payment in full of mortgage insurance premiums. These items are called "Escrow items," Lender may require loan money collected and held Funds in an amount not to exceed the maximum amount in a lender for a federally related mortgage loan for Borrower's account under the Federal Real

To calculate the risk premium, first we need to determine the risk-free rate. This is the interest rate on a risk-free asset, such as a U.S. Treasury bond. The risk premium is then calculated as the difference between the expected return of the risky asset and the risk-free rate.

1. Paymen t of interest on the principal and interest on preparatory Late Charges.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay all taxes or the delinquent payments due the Note and any prepayment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT CERTIFIES THAT THE PERSONS NAMED HEREIN ARE OWNERS OF THE PROPERTY DESCRIBED IN THE DEED.

borderwidth: 2px; border-radius: 5px; padding: 5px; margin-bottom: 10px;">**BORROWER** warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances or record.

WORKPOWER COVENANTS that Borrower is lawfully entitled to in this proceeding, including the sum of \$10,000.00.

**TOGETHER WITH** all the improvements now or hereafter erected on the property. All replacements and additions shall also be covered by this Security Agreement.

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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 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.

**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

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**Final (July 2010) version**

(*see 8th ed. for p. 281d*) 06/6 +105.0120.

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18. Borrower's Right to Remedy. If Borrower needs certain conditions, Borrower shall have the right to have a final agreement of this Security instrument discontested at any time prior to the earlier of: (a) 5 days (or such other period as

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of less than thirty (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 provided by this Security Instrument without further notice or demand of Borrower.

awarding such a profit, written consent, however, may, at its option, require immediate delivery in turn of an sum received by this date 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 person) by

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Given the context of the Note, such conflicts shall not affect other provisions of this Security Instrument or of the Note which concern the delivery without the conflicting provision, to the end the provisions of this Security Instrument and the Note are deemed valid by the parties.

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 there is a provision or clause of this Security Instrument which is contrary to the laws of the state in which the Property is located, such provision or clause shall be deemed invalid and unenforceable.

14. Notices. Any notice to horntower provided for in this Security Instrument shall be given in writing and delivered personally to horntower or by mail unless otherwise provided for in this Security Instrument.

prepayment election to Borrower. If a resulting reduction reduces principal, the reduction will be treated as a partial prepayment without any prepayment election under the Note.

12. Successors and Assigns Binding; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and be binding on 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; (c) is co-signing this Security instrument only to negotiate, gain and convey title to the property under the terms of this Security instrument or the Note; (d) acquires an interest in the property under the terms of this Security instrument with the intent to resell it; or (e) acquires an interest in the property under the terms of this Security instrument with the intent to lease it, shall be liable for all obligations of Borrower under this Security instrument.

11. Borrower's Right to Release: Upon termination of the monthly payments referred to in paragraphs 1 and 2 or change of die amount of such payments, positive notice shall be given by Lender Note a Writter. Extension of the right for payment.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repayment of the property or to the sums secured by this Security Instrument, whichever or how then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make the certain date,

otherwisewise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sum is received before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law requires payment in such manner.

any condominium 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.

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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. These 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 title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

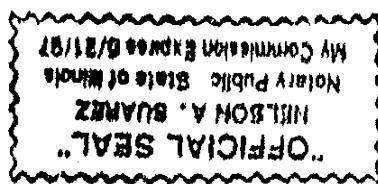
**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 3014-9/90 (page 6 of 6 pages)  
09/01/2000 10:40:40 AM CDT (11:40 AM EDT)

AM 007610 19267



Name of Public Officer \_\_\_\_\_

This instrument was prepared by \_\_\_\_\_

My Commission expires: Oct 21 - 91

(Given under my hand and official seal, this 24th day of November, 1991)

for the

and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

WEDNESDAY, NOVEMBER 21, 1991, personally known to me to be the same (or sons) whose name(s) they

do hereby certify that ANDREW BUDZYNSKI, a Notary Public in and for said county and state,

County of \_\_\_\_\_, STATE OF ILLINOIS,

Notary Public  
(Seal)

Borrower  
(Seal)

Adjustable Rate Rider  
(Seal)

Homeowner  
(Seal)

Graduated Payment Rider  
(Seal)

Second Home Rider  
(Seal)

Conditional Minimum Rider  
(Seal)

Waiver  
(Seal)

1-4 Family Rider  
(Seal)

Biweekly Payment Rider  
(Seal)

Planned Unit Development Rider  
(Seal)

Rate Improvement Rider  
(Seal)

Twelve Month Rider  
(Seal)

Second Home Rider  
(Seal)

Supplemental Rider  
(Seal)

Waiver  
(Seal)

Instrument  
(Seal)

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THE PROPERTY IS LOCATED IN COOK COUNTY, ILLINOIS AS FOLLOWS:

LOT FIVE (5) (EXCEPT THE EAST NINETY (90) FEET THEREOF) IN BLOCK  
FOURTEEN (14) IN HIELD'S SUBDIVISION OF BLOCKS THIRTEEN (13),  
FOURTEEN (14) AND FIFTEEN (15) IN FALCONER'S SUBDIVISION OF NORTH  
HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF SECTION TWENTY-EIGHT  
(28), TOWNSHIP FORTY (40) NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

92934732