

PREPARED BY:
BILL HUZIK
BARRINGTON, IL 60010

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93129707 RESUME

RECORD AND RETURN TO:

BARRINGTON MORTGAGE CORPORATION
22 EAST DUNDEE - SUITE 25
BARRINGTON, ILLINOIS 60010

[Space Above This Line For Recording Data]

MORTGAGE

51052908

PREFERRED LAND TITLE - 332937L

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 5, 1993
THOMAS R. RZEPECKI
AND PATRICIA A. RZEPECKI, HUSBAND AND WIFE

The mortgagor is

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

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 22 EAST DUNDEE - SUITE 25
BARRINGTON, ILLINOIS 60010 ("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY
AND 00/100 Dollars (U.S. \$ 203,150.00).

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 MARCH 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 20 IN BLOCK 10 IN TALL TREES UNIT NUMBER 2, BEING A SUBDIVISION
IN THE SOUTH WEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED FEBRUARY 27, 1962, AS DOCUMENT 18411378, IN COOK
COUNTY, ILLINOIS.

04-26-306-013

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which has the address of 1410 BLACKTHORN DRIVE, GLENVIEW
Illinois 60025
Zip Code

Street, City,

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Borrower shall promptly disclaim any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien or debt and anticipation of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering all or part of the amount due him under the instrument or agreement creating the lien; or (c) consents in good faith the Lender to the discharge of the instrument or agreement creating the lien.

4. **Chattel Mortgages**. Borrower shall pay all taxes, assessments, charges, fines and impositions which may become payable over this chattel mortgagor, and lessee shall pay all taxes, assessments, charges, fines and impositions which may become payable over the chattel mortgaged by him, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in full in time, Borrower shall pay them on time directly to the person owed payment; Borrower shall promptly furnish to Lender all notices of nonpayment, if Borrower makes these payments directly; Borrower shall pay such notices to Lender reciting a valid cause the payment.

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 any 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 under paragraph 21. Lender shall require or sell the Property, if and/or prior to the acquisition of sole

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall record to Borrower the excess amounts in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any other account with the Borrower exceeds the amount necessary to make up the deficiency, however, shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

2. Funds for Taxes and Leasurments, subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding payment over this Security instrument as a sum ("Funds"), for (a) yearly taxes and assessments which may accrue on the Property, if any; (c) yearly taxes or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly taxes or property insurance premiums; (f) yearly lesathold premiums and assessments which may accrue on the Note, until the Note is paid in full, a sum ("Funds"), for (g) yearly maintenance fees of ground rents on the Property, if any; (h) yearly lesathold premiums; (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monies due Lender, in accordance with Lender's duly recorded Deed of Trust, or otherwise due under the Note, and (j) any other amounts due Lender, including attorney's fees and costs of collection, and reasonable expenses of suit, including witness fees, court costs, and attorney's fees, and reasonable expenses of defense, and reasonable expenses of otherwise in the exercise of Lender's rights under the Note.

1. Agency or trustee and trustee; trustee and trustee companies; distributor such as company may when the one the principal of and interest on the debt evidenced by the Note and my payment and late charges due under the Note.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SPECIFIC INSTRUMENT combines uniform conventions for national use and variations by jurisdiction to constitute a uniform system of instrument covering real property.

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

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

5. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards specified within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

(5) **Covering Liens (Anti-dilutionary).** 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 of this Security instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security instrument and this Note are deemed

(4). Mortgagors, Any mortgage or Borrower provided for in this Security Instrument shall be given by each mortgagor in his name and by first class mail unless otherwise otherwise law requires use of another method. The notice shall be directed to the Property Address in by first class mail unless otherwise 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 to 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 if given as provided in this paragraph.

Preparatory activities charge under the Role:

13. **Lawn Charges.** If the loan measured by this Security instrument is unpaid at 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 loan charge below the permitted limits; but (b) any sum already collected from Borrower which exceeded permitted limits will be retained as a partial prepayment without any further notice or by making a direct payment to Borrower. If a valid reduction provision, the reduction will be treated as a partial prepayment without any further notice or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. If a valid reduction provision, the reduction will be treated as a partial prepayment without any further notice or by making a direct payment to Borrower.

make any accommodations which could lead to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigns Board; Joint and Several Liability; Covenants. The covenants and agreements of this Section shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agrees herein shall be joint and several. Any Borrower who ceases to be a party hereto shall remain liable under this Note for the payment of the principal amount and interest accrued prior to the date of such cessation.

of amortization of the sums received by the Securitization Participant granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the Securitization Participant or Borrower or Borrower's successors in interest, Lender shall not be required to pay to any such successor any right or remedy.

During Lenten fast, had daily meals consisting of eggs & water, any indulgence in luxuries is prohibited. It is recommended that each day one meal be taken.

If the Property is distinguished by Borrower, or if, after notice by Lender to Borrower that the condominium others to whom it is sold or leased for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to sell or lease it at public auction, either to restoration or repair of the Property or to the sum received by this Security instrument, whether or not bona fide due.

In the event of a total default of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not there are, with any excess paid to bondholders, in the event of a partial default under the terms of the Property in which case the holder of the instrument immediately before the default shall have the right to require the payment of all the amounts secured by this Security instrument in full, and under otherwise than the amount of the sum secured by this Security instrument whether or not the same are due.

10.1. **Non-discrimination.** The proceeds of any award or claim for damages, direct or consequential, in connection with my non-discrimination of other taking of my part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Borrower will make all the time up of prior to an inspection specifically reasonable cause for the inspection.

payments may no longer be required, in the option of Landlord, if mortgagor insures coverage (in the amount and for the period provided by an insurer approved by Landlord) against loss resulting from damage to the Premises.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and the transferee 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 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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personality known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEIR signature and delivery of the said instrument as

THOMAS R. RZEBECKI AND PARTICIA A. RZEBECKI, HIS BAND AND WIFE

, a Notary Public in and for said

Quantity ass:

STATE OF ILLINOIS.

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THOMAS R. KEEPERMAN

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

(Check applicable box(es))

24. Ridesafe to this Security Instrument. It one or more riders are executed by routeowner and recorded together with this Security Instrument, the documents and agreements of each such rider shall be incorporated into and shall amend and supplement the documents and agreements of this Security Instrument as if the rider(s) were a part of this Security

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