

NZ39a1

UNOFFICIAL COPY

9 3 1 / 3 0 2 5

BOX 3025

93175025

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 1ST, 1993**.
The mortgagor is **JAN CLESLAK, A SINGLE PERSON NEVER MARRIED, AND ZOFIA CLESLAK,
A WIDOW,** ("Borrower"). This Security Instrument is given to
COMMUNITY SAVINGS BANK, which is organized and existing under the laws of **THE STATE OF ILLINOIS DEPT-11 RECORD** and whose address is **T#0010 TRAN 0327 03/09/93 12:18:00
4801 WEST BELMONT AVENUE, CHICAGO, ILLINOIS 60641 44506 # *-93- 175025**
("Lender"). Borrower owes Lender the principal sum of **\$31.00**
ONE HUNDRED TEN THOUSAND AND 00/100 Dollars (U.S. \$ 110,000.00). 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 **MARCH 1ST, 2018**. 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 THREE HUNDRED SEVEN (307) IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS NINTH (9TH) ADDITION, BEING A SUBDIVISION OF THE SOUTH THREE-QUARTERS (S-3/4) EXCEPT THE SOUTH 2.643 ACRES THEREOF, AND ALL STREETS AND ALLEYS HERETOFORE DEDICATED OR OPENED BY CONDEMNATION PROCEEDINGS OF THE WEST HALF (W-1/2) OF THE SOUTHEAST QUARTER (SE-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION TWENTY (20), TOWNSHIP EIGHT (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 13-20-127-010-0000.

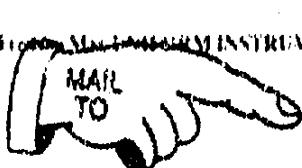
93175025

which shall be known as
8129 W. PATTERSON AVENUE
(Property Address);
CITY OF CHICAGO
STATE OF ILLINOIS
ZIP CODE 60634

3100

ILLINOIS Single Family Home Mortgage INSTRUMENT
Form 3014-990 (page 1 of 6 pages)

CX193000018



BOX 301

Great Lakes Business Forms, Inc.
To Order Call 1-800-530-0360 FAX 610-701-1131

UNOFFICIAL COPY

3. Hazards of Property Insurrance. 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 floods or flooding, for which lender requires. This insurance shall be maintained in the amounts and for the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) upgrades in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (b) consents in good faith to the removal and/or substitution of the obligation incurred by the lien in a manner acceptable to Lender; or (c) secures the holder of the lien, or (d) secures the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (e) secures the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien.

Paragraph 2: **Chargers**: Lenders, Borrower shall pay all taxes, assessments, charges, expenses and impositions attributable to the property which may from time to time arise out of or in respect of the property, and to any sums charged and under the period.

selected by this Security Instrument.

Funds held by Lender in full or 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 of the Property, shall apply any funds held by Lender in the name of acquisition or sale as credit against the sums

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess in accordance with the terms of this Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding payment of Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may actually fall on the Property; (b) yearly leaseshold premiums on the Property, if any; (c) yearly mortgage insurance premiums, if any; and (d) yearly premiums on the Property insurance, if any; (e) yearly maintenance fees, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of monthly insurance premiums. These items are called "Taxes and Insurance". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth above.

1. **Programme of Preparation and Lecture**: **Preparation and Lecture Charges**. The provider shall prepare by the date specified in the contract and pay the amount mentioned and the charges due under the Note.

ГЛАВНЫЙ РЕДАКТОР: Борис Григорьевич СИДОРЧУК | УЧЕБНИКИ И ПОДСКАЗКИ ОТ ПРОФЕССИОНАЛОВ | 100% ПОДГОТОВКА К ЕГЭ

THIS SECURITY INSTRUMENT constitutes non-adequate coverage for all and non-adequate coverages with limited warranties by insurance companies which may subsequently become real property.

DISCRETE-POINT COORDINATES AND BOUNDARIES is a uniquely selected set of the same nearly conveyable land area that has been recorded.

SECURITY INSTRUMENT. All of the foregoing is referred to in this Security Instrument as the "Property".

UNOFFICIAL COPY

9 3 | 7 5 0 2 5

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 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 any

93175025

UNOFFICIAL COPY

Simple Family - Female/Female Male UNIFORM INSTRUMENT - Uniform Covernote 9/96 (page 4 of 6 pages)

entitlement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as may be specified by the Borrower's Right to Remodel, (b) Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Remodel. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any Security Instrument. If Borrower fails to pay these sums prior to the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument less than 30 days from the date the notice is given, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the 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 this Security instrument, Lender shall not be exercised by Lender if exercise is prohibited by federal law as of the date Lender's prior written consent, Lender may sell or transfer immediate payment in full of all sums secured by this instrument unless or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) within 12 months of the date of this Security instrument.

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

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 of this Security Instrument and the Note are given effect without the conflicting provision, to the contrary, such conflict shall not affect other provisions of this Security Instrument or the Note which can not be severed.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it by First class mail unless otherwise law requires use of another method. The notice shall be directed to the Property address or my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing it to my address addressee listed hereon or my other addresses 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.

13. Loan Charges. If the loan secured by this Security instrument is subject to a partial prepayment without any direct payment to Borrower, Lender may choose to make this reduced by reducing the principal owed under the Note or by making a charge to the permitted limit; and (d) any sums already collected from Borrower which exceed permitted limits will be paid to Lender in excess of the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce 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 exceeds the permitted limits, then: (b) any such loan charges shall be given by deliverying it or by deliverying under the Note.

12. Successors and Assigns; Limit and General Liability; Covenants. 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 this Note. Lender may assign this Security instrument or the Note without the consent of Borrower or any assignee who has regard to the terms of this Security instrument or the Note without the consent of Borrower's immediate assignee, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodation with regard to the terms of this Security instrument; and (d) any sums already collected from Borrower which exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce 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 exceeds the permitted limits, then: (b) any such loan charges shall be given by deliverying it or by deliverying under the Note.

11. Borrower's Right to Remodel; Forbearance by Lender Note a Waiver. Extension of time for payment of sums secured by this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make payment the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments, unless such Borrower is authorized to continue the payments, it is agreed to apply the proceeds of any application of the proceeds to principal shall not exceed or otherwise interfere with the exercise of the right of remedy.

10. Borrower's Right to Remodel; Forbearance by Lender Note a Waiver. Extension of time for payment of sums secured by this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make payment the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments, unless such Borrower is authorized to continue the payments, it is agreed to apply the proceeds of any application of the proceeds to principal shall not exceed or otherwise interfere with the exercise of the right of remedy.

9. Borrower's Right to Remodel; Forbearance by Lender Note a Waiver. Extension of time for payment of sums secured by this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make payment the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments, unless such Borrower is authorized to continue the payments, it is agreed to apply the proceeds of any application of the proceeds to principal shall not exceed or otherwise interfere with the exercise of the right of remedy.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or other taking of any part of the Property, or for conveyance in lieu of condemnation, we hereby assent and shall be paid to Lender.

UNOFFICIAL COPY

9 3 1 / 5 0 2 .5

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 action 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.

2025 RELEASE UNDER E.O. 14176
COURT OF APPEALS FOR THE FEDERAL CIRCUIT
Case No. 2025

UNOFFICIAL COPY

Form 301A 9/90 (page 6 of 6 pages)

CHICAGO, ILLINOIS 60641

2801 WEST BERMONT AVENUE

COMMUNITY SAVINGS BANK

BOX 301

Notary Public

(Address)

(Name)

NOTARY PUBLIC STATE OF ILLINOIS
MICHAEL A. MONTALVO
NOTARY PUBLIC, STATE OF ILLINOIS
LOAN NO. 180284 DATE 6/17/96

This instrument was prepared by

Michael A. Montalvo

"OFFICIAL SEAL"

My Commission expires

Given under my hand and official seal, this

1st

day of March, 1993

forth.

THIS IS

and delivered the said instrument in

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

AUGUST 1, personally known to me to be the same person(s) whose name(s)

do hereby certify that JAN CIESLAK, A SAVINGS PLAZA DIRECTOR, AND ZUFIA CIESLAK,
a Notary Public in and for said county and state,

A. MICHAEL A. MONTALVO

STATE OF ILLINOIS, CO.

County ss:

•(Signature)
(Seal)

•(Signature)
(Seal)

•(Signature)
(Seal)

•(Signature)
(Seal)

XXXXXX

XXXXXX

Security Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

[Other(s) (Specify)]

Balloon Rider

Second Home Rider

Rate Improvement Rider

Biweekly Payment Rider

Graduated Payment Rider

Planned Unit Development Rider

Conditional Rider

Adjustable Rate Rider

Family Rider

[Check applicable box(es)]

Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with