

PREPARED BY:
BEATA SZABLEWSKA
CHICAGO, IL 60607

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:

SOUTH CENTRAL BANK AND TRUST COMPANY
555 WEST ROOSEVELT ROAD
CHICAGO, ILLINOIS 60607

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 31, 1993
MICHAEL B. MEHALEK
AND LORRIE LEE MEHALEK, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
SOUTH CENTRAL BANK AND TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 555 WEST ROOSEVELT ROAD CHICAGO, ILLINOIS 60607 ("Lender"). Borrower owes Lender the principal sum of SEVENTY NINE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 79,500.00).

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 MAY 1, 2008. 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 332 IN SOUTHWEST HIGHLANDS AT 79TH AND KEDZIE UNIT 2 BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT LAND DEeded TO WABASH RAILROAD) OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin 19-35 219 007

which has the address of 8132 SOUTH SAWYER, CHICAGO
Illinois 60652 ("Property Address");

Street, City,

Zip Code

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DPS 1088
Form 3014 9/90

Initials:

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP 6R(BL) (9101)

VMP MORTGAGE FORMS - 1213203-0100 - (800)621-7291

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more of the sections set forth above within 10 days of the giving of notice, this Security Instrument, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item or this Security instrument, if Lender determines that any part of the Property is subject to it in such manner that any interest over the instrument of the loan, or (e) securites from the holder of the loan an agreement satisfactory to Lender subordinating the item to the instrument of the loan, or by, or debtors interest entitling it to do so in, legal proceedings which in the Lender's opinion capable to prevent the Lender from recovering his property over the instrument unless Borrower (a) agrees in writing to the payment of the obligation now or hereafter created by the item in a manner acceptable to Lender; (b) consents in good faith the item.

Borrower shall promptly discharge any item which has priority over this Security instrument unless Borrower (a) waives these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If Borrower waives these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument to the person owed payment, Borrower shall pay them on time directly these obligations in the manner provided in paragraph 2, or if not paid in full in that manner, Borrower shall pay them on time directly which may affect this Security instrument, and Lender shall pay amounts of ground rents, if any, Borrower shall pay

4. (Charges): Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions and (b) able to the Property third, to interest due; fourth, to principal due and last, to any late charges due under the Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2, 3 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this Security instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by funds held by Lender, (ii) under paragraph 2, Lender shall acquire or sell the Property, and, prior to the acquisition or sale

Lender may meet in full of all sums secured by this Security instrument, and, shall promptly refund to Borrower any

unpaid monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the balloon terms when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of paragraph 2, the amount of the funds held by Lender to Borrower

If the funds held by Lender exceed the amounts permitted in (a), held by applicable law, Lender shall account to Borrower

deficit to the funds was made, The funds are pledged as additional security for all sums secured by this Security instrument.

without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, Lender shall be paid on the funds and interest shall give to Borrower,

applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the funds used by Lender in connection with this loan, unless applicable law provides otherwise, unless an agreement is made or

a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service, verifying the Escrow items, unless Lender may require for holding and applying the funds, usually mandating the escrow account, (d) Escrow items, Lender may not charge Lender for holding and applying the funds, usually mandating the escrow account, (e)

(f) holding Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to pay the

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future sets a lesser amount, (f) so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, 1974 as amended to name, 12 U.S.C., Section 2601 et seq. ("RFSPA"), unless another law that applies to the funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, these items are called "Escrow items," if any (e) yearly mortgage insurance premiums, (d) any sums payable by Borrower to Lender, in accordance with (f) yearly flood insurance premiums, of ground rents on the property, if any, (g) yearly hazard or property insurance premiums; (b) yearly leasehold payments and assessments which may affect this Security instrument as a lien on the Property, (c) yearly liability insurance premiums

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (n) yearly taxes and assessments now or hereafter a part of the property covered by the Note and any property owned by Lender by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

payments of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the

(N)IFORM GOVERNANTS. Borrower and Lender covenant and agree as follows:

Partitions by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENTcombines numerous instruments for national use and non-national documents with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

instrument, All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, All replications and additions shall also be covered by this Security

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5. Hazard or Property Insurance. Borrower shall keep the Property with any 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 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 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 all, 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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Form 3014 9/90
DPS 1082

16. Borrower's (s) copy, Borrower shall be given one contoured copy of the Note and of this Security Instrument.

(5) **Coercing Law; Security Interests.** This Security Interest 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 Interest or the Note is held invalid, illegal or unenforceable, such portion shall not affect other provisions of this Security Interest or the Note which can be given effect without the conflicting provision. To the extent that the provisions of this Security Interest and the Note are declared invalid, illegal or unenforceable, the Note will remain in full force and effect.

Larader's address stated heretofore in my other addresses farther designates by name to Borrower. Any notice provided for in this Section 11 may either be delivered to have been given to Borrower or forwarded to Larader when given as provided in this paragraph.

14. **Notices**. Any notice to Botorower provided for in this Security Instrument shall be given by delivery during or by first class mail unless otherwise used in accordance with the laws of the Commonwealth of Massachusetts.

Prepayment under the Note.

13. **Joint Committee.** If the loan is guaranteed by this Security Instrument or is subject to a law which sets minimum joint guarantee

make any accommodations with regard to the terms of this Security Instrument without first giving notice to the Lender and any other Borrower and any notice to extend, modify, forgive or rescind by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Similarly, instruments shall bind and benefit the successors and assigns of lessee and borrower, except to the extent of any limitation contained in any such agreement.

2. **Assessments and Assessors**: Joint and Separate (e.g., (O-samples). The covariates and measures of this exercise are of my right or remedy.

of the same secured by this Security Instrument or by any demand made by the original Borrower or holder of the notes or securities in his/her name. Any loanee holding by transfer to another any claim or remedy shall not be a holder of or entitled to receive the successive in interest.

not operate to reduce the liability of the original holder or transfer a successor in interest. Landlord shall not be required to make any payment to the original holder or transfer a successor in interest if such payment would violate the terms of the lease or would otherwise violate applicable law.

possibly be the case due to the irregularity of yaws lesions compared to palpable nodes and 2) to manage the outcome of such patients.

Secured by this security instrument, witness the record date above.

in case of sale or transfer of damages, both over bills to respond to the owner within 30 days after the date the notice is given;

be applied to the same security instrument whether or not the sums are then due.

Before the war, many families still had the time to徘徊 in the evenings in the hope of finding a quiet place to relax.

This section of the instrument can be read by the amount of the proceeds summarized by the following statement:

market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by this security instrument before the taking, unless otherwise agreed by the parties.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Instrument.

(10) A condemnation, the proceeds of any award of claim for damages, direct or consequential, in connection with my condemnation of other taking of my part of the property, or for conveyance in lieu of condemnation, are hereby retained and shall be paid to me.

In inspection, Lenther or his agent may make reasonable entries upon and inspections of the property; Lenther shall give

that Lender requires) provided by an insurer approved by Lender again becomes uninsurable and is discontinued, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requalification for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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 Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option,² 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 those 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 hen 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 in regard 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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DPS 1094

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My Commission Expires:

Notary Public

Given under my hand and official seal, this 24 day of July, 1994.
I, Michael B. Mehalek, Notary Public
of the State of Illinois, do hereby certify that
the above instrument was signed and delivered to me this 24 day of July, 1994,
by Michael B. Mehalek and Lorrie Lee Mehalek, whose names are subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that THEY signed and delivered the said instrument at THEIR
residence known to me to be the same persons who are named and subscribed to the foregoing instrument, before
me this day in person, and acknowledged that THEY signed and delivered the said instrument at THEIR

MICHAEL B. MEHALEK AND LORRIE LEE MEHALEK, HUSBAND AND WIFE
County and state do hereby certify that
, a Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

Witness

Witness

Check applicable boxes

24. Rides to this Security Instrument. If one or more riders are executed by Borrower and recorded together
with this Security Instrument, the agreements and agreements of each such rider shall be incorporated into and shall amend
and supplement the agreements and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.
- Adjustable Rate Rider Condominium Rider 1-A Family Rider Grandfathered Payment Rider Planned Unit Development Rider Biweekly Payment Rider Good and Home Rider Other (Specify) _____
- balloon Rider Rate Improvement Rider Good and Home Rider V.A. Rider

Check applicable boxes

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

X Michael B. Mehalek Lorrie Lee Mehalek

Michael B. Mehalek
Lorrie Lee Mehalek

932-20060