

RECORDED BY:
JAN DELAHANTY
CINCINNATI, OH 45242

UNOFFICIAL COPY

RECORD AND RETURN TO:

AMERIFUND FINANCIAL CORPORATION
4440 LAKE FOREST DRIVE-SUITE 100
CINCINNATI, OHIO 45242

93265064

[Space Above This Line For Recording Data]

MORTGAGE

593085

DEPT-01 RECORDING \$31.50
101111 TRAN 93265064 04/12/93 09:38:00
#8183 4-93-265064
COOK COUNTY RECORDS

THIS MORTGAGE ("Security Instrument") is given on MARCH 31, 1993
JOHN SADELSKI
AND SOPHIE SADELSKI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
AMERIFUND FINANCIAL CORPORATION

93265064

which is organized and existing under the laws of THE STATE OF OHIO
address is 4440 LAKE FOREST DRIVE-SUITE 100
CINCINNATI, OHIO 45242
ONE HUNDRED TWO THOUSAND FIVE HUNDRED
AND 00/100

and whose ("Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 102,500.00).

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 APRIL 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 16 IN CHARLES BEELEL'S GLADYS HIGHLANDS, A SUBDIVISION OF THE
SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PIN# 13-11-210-019

which has the address of 8103 GLADYS LANE, PALOS HILLS
Illinois 60465
Zip Code

Street, City,

93265064

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

VMP MORTGAGE FORMS • 1313203-6100 • 800/621-7291

Page 1 of 3

DPS 1088
Form 3014 9/90

J.S. 5/22

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THE THERMOPHILIC BACTERIA

200

GEROLY 199

DPS 1050 Form 3014 9-96

However, shall prominently display 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 is subordinate to the obligation of the holder of the lien in a manner acceptable to Lender; or (c) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender.

3. **(Chargers) Liens.** Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach priorly over the Security instrument, and leasedhold payments or ground rents, if any, Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the Property which may attach directly to the person owned by Borrower, Borrower shall promptly furnish to Lender all notices of actions to be paid under the partnership agreement, and Borrower shall promptly furnish to Lender to protect its interests.

3. application of remedies, unless applicable law provides otherwise, the remedies provided by law under applicable
4. shall be applied first to my prepayment charges due under the Note, second to any late charges due under the Note,
5. third to interest due fourth to principal due last to any late charges due under the Note.

of the Properties, shall apply any funds held by Legendre at the time of reorganization of the firm as a credit against the sums so paid by the Security Instrument.

in case of non-payment, payment in full at the time of delivery shall be due and payable by the customer.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amounts held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the difference.

¹See also Lemos et al. (2007) on groundwater with applicable law.

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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which have already accrued over this Security Instrument as a loan on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; if any; and (f) any sums payable by Borrower in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Taxes and Insurance".

(1) **Punishment of Prejudiced and Interventive Preparation and Late Changes.** However shall promptly pay interest due the plaintiff or and damages on the debt evidenced by the Note and any preparation and late changes due under the Note.

conditions by introducing a constant security instrument covering real property.

HORRESWICK COUPLANTS that boronate is lawfully seized of the estate hereby conveyed and has the right to negotiate

FOURTH WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property, All replacements and additons shall also be covered by this instrument. All of the foregoing is referred to in this security instrument as the "Property".

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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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

DPS 1082
Form 3014 9/90

Initials *J.S.S.*

481610500

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Farm 3014 9.30
DPS 1091

8. Mortgagage insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgagage insurance in effect. For any reason, the mortgagage insurance company may cancel the insurance if Borrower fails to pay the premiums required to maintain the insurance. In such event, Lender will accept, use and retain those premiums in lieu of mortgagage insurance. Lender reserves the right to require Borrower to obtain other insurance or to make other arrangements to protect Lender's interest.

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 rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Landlord's Rights in the Property. If Borrower fails to pay in full the amounts and agreements contained in this Security Instrument, or if there is a legend predominating that may significantly affect Landlord's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or regulations), then Landlord may do and provide for anything necessary to protect the Property to make repairs. Although Landlord may do and provide for anything necessary to protect the Property to make repairs, Landlord's actions may be reasonable, but Landlord shall not be liable for any damage to the Property resulting from such reasonable actions.

Land, Leander and Bottemer otherwise agree in writing, any application of proceeds to principal shall not extend to
any deficiency which may arise by reason of such a satisfaction.

All in-service penalties and rewards shall be susceptible to transfer and shall include a standard mortgage clause. Lenders may make proof of loss if not made payable by borrower.

5. **Hazarded or Property Insurance.** Borrower shall keep the improvements now existing or hereafter created on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood damage, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods described in the insurance certificate provided by the insurance company.

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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, 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.

DPS 1083
Form 3014 9/90

Initials: J.D.S.S.

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DPS 1094

8 | P a g e

An official seal of the Hussman family, featuring a circular design with the words "OFFICIAL HUSSMAN SEAL" around the perimeter and "HAROLD HUSSMAN" in the center.

My Commission Express

Persecuted by known to me to be the same persons) whose names) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
free and voluntary act, for the uses and purposes therin set forth.
Given under my hand and official seal, this 31st day of MARCH
1993.

JOAN SADOLECKI AND SOPHIE SADOLECKI, HUSBAND AND WIFE
GOUGH AND STATE OF NEW YORK CITY ATTORNEY AT LAW

a Notary Public in and for said

County 55:

STATE OF ILLINOIS.

四庫全書

BROWNER

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[jees]

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Impact

PURE JUICE

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| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Other(s) (Specify) | | | | | | | | |

(Check applicable 300x95)

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

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