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DEPT-01 RECORDING	\$33.50
161111 TRAM 9651 04/30/93 12:51:00	
S7047 # *--93-321812	
COOK COUNTY RECORDER	

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 20, 1993
19..... The mortgagor is KEVIN KOLCZYNSKI & MARCIA KOLCZYNSKI, HUSBAND & WIFE
..... ("Borrower"). This Security Instrument is given to
CALUMET SECURITIES CORPORATION..... which is organized and existing
under the laws of THE STATE OF INDIANA..... and whose address is
P.O. BOX 208, SCHERERVILLE, INDIANA 46375..... ("Lender").
Borrower owes Lender the principal sum of SIXTY-ONE THOUSAND AND NO/100-
..... Dollars (U.S. \$ 61,000.00--). 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 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 prop-
erty located in COOK..... County, Illinois:

LOT 19 IN BLOCK 6 IN FIRST ADDITION TO WEST PARK MANOR, BEING A
SUBDIVISION IN THE WEST $\frac{1}{2}$ OF FRACTIONAL SECTION 17, TOWNSHIP 36
NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 30-17-130-027, VOLUME 224.

93321812

LAND TITLE COMPANY L-115180-C1
which has the address of 308 WARREN STREET CALUMET CITY
[Street] ION 93321812
Illinois 60409 ("Property Address");
[Zip Code]

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.

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1. Payment of Principle and Interest: Borrower and Lender covenant and agree as follows:

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

(a) Yearly taxes and assessments which may accrue prior to this Security instrument as a life on the property, or ground rents on the property, if any; (b) any sums payable by Borrower to Lender for hazard or mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments or ground rents on the property, if any; (e) yearly taxes and assessments which may accrue after the date of payment of principal and interest on the Note, until the Note is paid in full, a sum ("Funds") for flood insurance premiums, if any; (f) any sums payable by Borrower to Lender for taxes and insurance premiums, if any.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including Lender), if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the Escrow fee(s). Lender may not charge Borrower for holding and applying the funds, annually analyzes the escrow account, or verify the Escrow items, unless Lender may require Borrower to pay a one-time charge for an independent audit of the funds held by Lender.

The Funds shall be held in an institution with which this loan, unless otherwise specified, unless an agreement has been reached by Lender to pay the Escrow fees, to make up the deficiency in the funds held by Lender, to receive the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amount due, Lender shall account to Borrower in writing, if the funds held by Lender exceed the amount of all sums accrued by this Security instrument in full, or if Lender has not sufficient to pay all taxes, assessments, charges, fees and impositions attributable to the property, Lender shall pay the funds held by Lender, prior to the acquisition or sale as a credit against the sums due or any funds held by Lender. If, under Paragraph 2, Lender shall agree to sell the property, Lender, prior to the acquisition or sale of the property, shall apply any funds held by Lender at the time of acquisition or sale to the security held by Lender under this Security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges: Lenses, Borrower shall pay all taxes, to any late charges due under the Note.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payee merchant of the obligation accrued by the lien in a manner acceptable to Lender; (b) contributes in good faith money or take care of the actions set forth above within 10 days of the giving of notice; (c) pays for 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 reinsurance. This insurance shall be maintained in the amounts and period of time required by the insurance company.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

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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 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. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |

Other(s) (specify) UNIFROM MORTGAGE RIDER

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

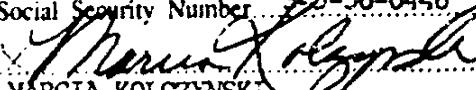
Witnesses:


KEVIN KOLCZYNSKI

(Seal)

--Borrower

Social Security Number 365-56-6446


MARCIA KOLCZYNSKI

(Seal)

--Borrower

Social Security Number 316-58-7362

[Sign Below This Line For Acknowledgment]

STATE OF ILLINOIS

Cook COUNTY ss:

On this 20 day of April , 1993 , before me, the undersigned, a Notary Public in and for said County, personally appeared KEVIN KOLCZYNSKI & MARCIA KOLCZYNSKI, HUSBAND & WIFE , and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.


NOTARY PUBLIC

My Commission expires: 9-11-95

My County of Residence: Cook

THIS INSTRUMENT WAS PREPARED BY: ROBERT G. JONES, JR., EXECUTIVE VICE-PRESIDENT

CALUMET SECURITIES CORPORATION
PO Box 208
Schererville, IN 46375



MAIL TO

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and Lender or applicable law.

unless the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and is obtained, Borrower shall pay the premiums required to maintain insurance in effect, or to provide a loss and is for the period that Lender requires, provided by an insurer approved by Lender again becomes available the amount and for the option of Lender, at the option of Lender, if insurance coverage (in insurance, Losses received payments may no longer be required, a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Borrower to Lender will receive in lieu of mortgage lapsed or exceed to be in effect. Lender will accept, use and retain these payments as a loss received when the insurance coverage is available to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage loan secured by Lender, if substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month by Lender, the monthly insurance coverage to be in effect, if, for any reason, the monthly insurance coverage is required by this Securitization instrument, Borrower shall pay the premiums required to maintain the monthly insurance coverage as a condition of making the loan secured by this payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this

the date of disbursement by Lender under this paragraph 7 shall be payable, with interest, upon notice from Securitization instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Security, and Lender does not have to do so.

paying reasonable attorney's fees and expenses on the Property to make repairs. Although Lender may take action under actions may include paying any sums secured by a lien which has priority over Lender's security interest in court, may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, to enforce laws or regulations, then Lender contained in this Securitization instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

merger in writing.

If Borrower acquires fee title to the Property, the lesseehold and the fee title shall not merge unless Lender agrees to the a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, a principal residence, but not limited to, repair, maintenance concerning Borrower's occupancy of the Property as evidenced by the Note, including, but not limited to, providing Lender with any material information in connection with the loan information or statements to Lender (or failed to default if Borrower), failing the loan application process, have materially false or inaccurate information or statements to Lender also be in default if Borrower, or committing the loan instrument or Lender's security interest. Borrower shall also be liable to Lender for other material impairment of the lien created by this Security instrument or Lender's security interest in the Property or otherwise in impairing that, Lender, is good faith detrimental, proceedings for seizure of the Borrower's property to be dismissed with a ruling that, Lender, is good faith detrimental, as provided in paragraph 18, by causing the action or security interest. Borrower may cure such a default and remit, as provided in paragraph 18, by repairing the property or otherwise in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's damage or impairment of the Property, allowing the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action of a proceeding, whether civil or criminal, is begun that in Lender's good faith judgment destroys, damage or impairs the Property, or otherwise beyond Borrower's control, Borrower shall not be unreasonably withheld, or unless Lender otherwise agrees in writing, which cannot start after the date of acquisition of the Property for at least one year after the date of occupancy. Unless Lender otherwise agrees in writing, which cannot start after the date of acquisition of the Security instrument and use the Property as Borrower's principal residence, Lender may make prior to the acquisition of the Security instrument, establish, or make arrangements to resell the Security instrument prior to the acquisition.

6. Lender's Preservational Maintenance and Protection of the Property; Borrower's Loan Application;

If Lender acquires fee title to the Property is acquired by Lender to the acquisition of the sums secured by this Securitization instrument or possession the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal residence given.

If Lender may make payment of loss if not made promptly by Borrower.

All insurance 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 receives, Borrower shall promptly give to the insurance carrier and paid premiums and renewal notices, in the event of loss, Borrower shall promptly notice to Lender all receipts of the property damaged, if the restoration or repair is not economically feasible in repairing, insurance proceeds shall be applied to restoration or repair of the property, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal residence

or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice settles a claim, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to apply to the sum, secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower restoration or repair is not feasible or lessened, the insurance proceeds shall be applied to lessened, if the property is not lessened. Lender may make proof of loss if not made promptly by Borrower.

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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 obligation 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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16. Borrower's Copy. Lender shall be given a copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is not a natural person or if it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or if it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), the transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any rights thereto are given without the conflicting provision. To this end the provisions of this Security Instrument or the Note which conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note and the Note can be given effective without the conflicting provision. If the Note and the provisions of this Security Instrument and the Note are declared to be severable.
18. 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 purports to be ineffective without the conflicting provision, the Note and the provisions of this Security Instrument and the Note can be given effective without the conflicting provision. To this end the provisions of this Security Instrument and the Note which conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note and the Note can be given effective without the conflicting provision. If the Note and the provisions of this Security Instrument and the Note are declared to be severable.
19. 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 by first class mail to Lender's address Borrower designates by notice to Lender. Any notice to Lender shall be given by property address or any other address Borrower designates by notice to Lender. Any notice to Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument.
20. Condemnation. The proceeds of or prior to an inspection specifically reasonable cause for the inspection, five Borrower shall be paid to Lender, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument immediately before the taking. Any balance shall be paid to Borrower before the taking, divided by (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property in immediate before the taking. Any balance shall be reduced immediately before the taking, divided 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 in immediate before the taking.
- whether or not there is 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 Property in immediate before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced to 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 in immediate before the taking.
- any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned to Lender. The proceeds of any award of claim for damages, direct or consequential, in connection with five Borrower shall be paid to Lender.
9. Inspections. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall

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UNIFORM MORTGAGE RIDER

This Uniform Mortgage Rider is made this 19th day of APRIL 19 93, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned, the Mortgagor, to secure a Mortgage Note to Calumet Securities Corporation, the Mortgagee, of the same date and covering the property described in the Mortgage. The rights and obligations of the parties to the Mortgage to which this rider is attached and to the Note which it secures are expressly made subject to this rider. To the extent they are not modified by this rider all the terms, conditions, covenants and other provisions of the Mortgage and Note shall remain in full force and effect.

1. Covenant 2, paragraph 2, of the Mortgage shall be amended to read as follows:

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

IN WITNESS WHEREOF, The said Mortgagor has hereunto set _____
hand _____ and seal this 20 day of April, 19 93.

X Kevin Kolczynski
X Marcia Kolczynski

This instrument was prepared under the direction of R.C. JONES, JR., Senior Vice President of CALUMET SECURITIES CORPORATION.

STATE OF ILLINOIS, SS:
COUNTY OF Cook,

Before me, the undersigned, an official
of the State of ILL, on this 20th day of April, 19 93,
personally appeared KEVIN KOLCZYNSKI & MARCIA KOLCZYNSKI, HUSBAND & WIFE
and acknowledged the execution of the foregoing Mortgage.

Witness my hand and ~~and OPIFFICIAL SEAL~~ the day and year last above written.
My commission expires: DEBORAH L. BRUCK Deborah L. Bruck
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 11, 1995

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