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MICHIGAN RECORDING RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1001 S. WASHINGTON ST.
NAPERVILLE, IL 60566

933-12373



933-12373

(Space Above This Line For Recording Date)

933-12373

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

APRIL 29TH, 1993

The mortgage is

JAMES J. DVORSKY and SUSAN R. DVORSKY, HUSBAND AND WIFE

DEPT. OF RECORDINGS \$31.00

LIBRARY FROM 1000 06/04/93 TO 08/00

("Borrower") This Security Instrument is given to

MIDAMERICA FEDERAL SAVINGS BANK # M-933-12373 COOK COUNTY REC'D BY

which is organized and existing under the laws of

UNITED STATES OF AMERICA

, and whose

address is 1001 S. WASHINGTON ST., NAPERVILLE, IL 60566

(Lender) Borrower owes Lender the principal sum of

NINETY EIGHT THOUSAND EIGHT HUNDRED AND NO/100

Dollars (\$1.00 \$ 98,800.00)

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 JUNE 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

LOT 11 AND THE NORTH 14 FEET OF LOT 12 IN BLOCK 26 IN NORTHERN SPRINGS RESUBDIVISION OF EAST HINSDALE, A SUBDIVISION OF THE RANGE 1/2 OF SECTION 6, TOWNSHIP 3R NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

County, Illinois

933-12373

P.I.N. 18-06-200-037

which has the address of 3916 FOREST AVE
(Street)

WESTERN SPRINGS
(City)

Illinois 60558
(Zip Code) ("Property Address");

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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5. **Impact of Proprietary Information**

(c) *any other person* who has been granted authority over a particular company under section 19(1)(b) of the Companies Act, 2013.

DISCUSSION The results of this study indicate that the use of a low-dose, long-term, oral contraceptive regimen is associated with a significant reduction in the incidence of cervical cancer.

3. Application of Payments. Unless otherwise agreed, the sums received by the Society for payment of debts or charges shall be applied first to any prepayments due under the Note, second, to amounts payable under paragraph 2, third, to

For more information about the Society's public health programs, contact the Society's Public Health Program Manager at 416-483-2100 ext. 3100 or email publichealth@scs.ca.

It also includes a summary of the relevant legislation, links to further information and a glossary of key terms.

1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under the Note.

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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 sum 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 damages 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 proceeding in bankruptcy, probate, for condemnation, or forfeiture or to enforce laws or regulations), the 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 arbiting 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 of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires 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 ceases 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 lapses or ceases 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 required) 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.

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to commence within fifteen days after notice of demand is given to the Borrower, (iii) to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security interest in the debt due under or otherwise arising out of this Note.

17. **Waiver of Acceleration.** This option shall give Borrower notice of acceleration. The notice shall provide a period of at least three months during which Borrower may pay all sums secured by this Note in full or make arrangements with Lender to do so within such period. After a period of three months, if no payment has been made, Lender may, after notice, require immediate payment in full of all sums secured by this Note.

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

19. **Governing Law; Severability.** This Security instrument shall be governed by law and the parties hereto agree that any provision of this Note or this Security instrument which purports to be severable from the rest of this Note or this Security instrument and the Note are declared to be invalid without the effect of this Note or this Security instrument shall be void.

20. **Waiver of Jury Trial.** Any action or proceeding brought by either party to enforce any provision of this Note or this Security instrument shall be tried without a jury trial, and the parties hereto hereby waive their right to a trial by jury.

21. **Notices.** Any notice required or permitted hereunder shall be given in writing and delivered personally or by certified mail to the address set forth below.

22. **Charges and Settlements.** The Borrower shall be liable to the Lender for all costs and expenses, including attorney's fees, incurred by the Lender in the collection of any amount due hereunder, including judgments, costs of suit, and reasonable attorney's fees.

23. **Successors and Assigns; Goodwill and Settlement Liability.** Goodwill, the Borrower and the Security instrument shall be binding upon the Borrower and the Lender and their respective successors and assigns, provided that the Borrower shall not be relieved of its obligations hereunder by assignment, and the Lender shall not be relieved of its obligations hereunder by transfer, except with the written consent of the Borrower.

24. **Non-Waiver of Provisions By Lender Not A Witness.** Lender may waive any provision of this Note by a writing which specifies the provision being waived and the date of such waiver.

25. **Waiver of Notice.** Any provision of this Note requiring notice to the Borrower shall not be construed as notice if the Borrower has received a copy of this Note or this Security instrument.

26. **Entire Agreement.** This Note contains the entire agreement between the parties hereto and supersedes all prior agreements between them, and no prior agreement, whether written or oral, shall be binding on either party unless it is specifically referred to in this Note and agreed to by both parties hereto.

27. **Construction.** This Note shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. The parties hereto agree that they will not bring any action against the other party in any court outside the State of New York, and that they will not file a motion to remove any action filed in any court of competent jurisdiction within the State of New York. The parties hereto further agree that they will not file a motion to transfer any action filed in any court within the State of New York to another court within the State of New York.

28. **Waiver of Jury Trial.** The parties hereto hereby waive their right to a trial by jury in any action or proceeding brought by either party to enforce any provision of this Note or this Security instrument.

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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 judgement 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) take such action as Lender may reasonably require to assure that the law 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 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 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 the 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 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.

903-12373

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 recording costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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HAL COP

John W. Smith

PL/12/9 BANDY 1991-1-1
SQUANT OF BIRDS 1991-1-1
BIRDS IN 1991-1-1

Section 10.3: Probability

1993 APRIL day of
Voluntary act for the use and purpose wherein all right
eragon, and acknowledged that I the Y
ersonally known to me to be the same person(s) whom I named(s).

2964
The telephone instrument, prepared before me the
same day, and delivered to the post office at
that time.

STATE OF ILLINOIS, CICK COUNTY, THE UNDERTAKERS,
a Notary Public in and for said County and State do hereby certify
that JAMES J. DVOBKSY and SUSAN R. DVOBKSY, HUSBAND AND WIFE

Social Security Number

TANDEM CYCLES
SILVER CHROME PLATE

Signature of James E. Tandy

Dotmone
Sant

**IMPROVING
INNOVATION**

✓ ✓ ✓

100%
of
leading fitness studios

SUSAN R DVOŘÁK

BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE

and covariates contained in this *Secondly* instrumental and in any

1.4 Family Filter	Adults/Children Family Filter	Condorminium Filter	Planned Unit Development Filter	Rate Improvement Filter	Scorby Home Filter	V.A. Filter
1.41 Family Filter	Adults/Children Family Filter	Condorminium Filter	Planned Unit Development Filter	Rate Improvement Filter	Scorby Home Filter	V.A. Filter

24. Pictures to this Security Instrument. A copy of most pictures are enclosed by attorney and copied together with this Security
Instrument. The attorney and judge may inspect all of each such paper which shall be incorporated into and shall amend and supplement the
Security Instruments as a part of this Security Instrument.