

# UNOFFICIAL COPY

A.J. SMITH FEDERAL SAVINGS BANK  
14757 S. CICERO AVENUE  
MIDLOTHIAN, IL 60440

APPL# 002-30326102  
HLP# 0020780493

93390667

[Space Above This Line for Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 13, 1993** by **DAYLE E. HANKA**, **WITNESS** MARRIED TO MATTHEW J. HANKA

(\*Borrower"). This Security Instrument is given to

DEPT #1 RECORDINGS	\$31.00
1409947	1409947 06/04/93 14.00.00
#670	670-475-0190047
COOK COUNTY 10 COUNTER	

A.J. SMITH FEDERAL SAVINGS BANK

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445**

(\*Lender"). Borrower owes Lender the principal sum of **EIGHTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100**

Dollars (U.S. \$ 88,875.00).

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

County, Illinois:

**THE WEST 1/2 OF THE SOUTH 150 FEET OF LOT 24 IN ARTHUR T. MCINTOSH MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.F.N.#: 28-09-302-032 VOL. 026

which has the address of **5370 W. 151ST ST., OAK FOREST**  
**Illinois 60452** **(Property Address);**  
**(Zip Code)**

[Street, City]

**ILLINOIS - Single Family - FNMA/PHLMC UNIFORM INSTRUMENT**

**CR-6R(IL) (9/08/01)**

**Form 3014 8/90  
Amended 8/91**

**VMP MORTGAGE FORMS - (313)283-8100 - (800)821-2281**



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However, small companies often have difficulty raising the capital needed to finance their growth. This is because they typically have less collateral than larger companies, which makes it harder for them to secure loans or other forms of financing.

4. **(Burroughs) Library.** Burroughs shall pay all taxes, assessments, charges, fines and impositions which it is the property of Burroughs makes due payment directly. Burroughs shall personally furnish to the trustee collection evidence in the tax records, if

3. Application of Transients. Under applicable law provided otherwise, all dynamics resulting from under paragraph 2 will be applied until, in any circumstance where under the Act occurs, or circumstances under which

Security Information

Upon payment in full of all sums secured by this Security Instrument, Lender shall immediately refund to Borrower any funds held by Lender, if, under Paragraph 2, Lender shall equities to sell the Property. Lender, prior to the execution or sale of the Property, shall apply any funds held by Lender in the name of the Debtor or as a credit to the Debtor's account held by this Lender.

If the Plaintiff had by clear and obvious means given the Defendant permission to do and /or apply such acts or omissions as he did, the Plaintiff would be estopped to claim damages for such acts or omissions.

The funds shall be held in an escrow account which depositors are required by a federal agency, institutionally, or entity (including the Federal Home Loan Bank Board) to which an institution is subject and deposited in the Federal Home Loan Bank Board's name. The funds may not change ownership for the holding and applying the funds, usually until paying the escrow account, or very little. Under no circumstances can the funds be used to make any charge. However, Lender may require Borrower to pay a service charge for an independent real estate law regarding escrow held by Lender, unless Lender pays Borrower interest on the funds until applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a service charge for an independent real estate law regarding escrow held by Lender, unless Lender pays Borrower interest on the funds until applicable law permits Lender to make such a charge. The funds may not change ownership for the holding and applying the funds, usually until paying the escrow account, or very little. Under no circumstances can the funds be used to make any charge.

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

[View Details](#) | [Edit Details](#) | [Delete Record](#)

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

HORNKUWER COVINKANTS has authority to act in accordance with the terms of the lease agreement and has the right to manage.

ALL OF THE INSTRUMENTS WHICH ARE HEREBY EXECUTED OR HEREAFTER EXECUTED ON OR IN THE PROPERTY, AND ALL EQUIPMENT, APPURTENANCES, FIXTURES AND ACCESSORIES WHICH ARE HEREBY EXECUTED OR HEREAFTER EXECUTED ON OR IN THE PROPERTY, ARE SECURITY INSTRUMENTS, AND ALL OF THE PROPERTY IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires 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 required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sum 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 amount 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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19. **(Overruling *Swim v. Seaverability*).** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note is held invalid or unenforceable, such provision shall affect other provisions of this Security Instrument or the Note to the extent necessary to give effect without the conflicting provision. To the extent that the provisions of this Security Instrument and the Note are declared to be invalid, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect under applicable law.

any notice or information provided for in this security instrument shall be given by delivery and a copy of such notice or information, any notice or information provided for in this security instrument shall be deemed to have been given to the owner of land under which given in this paragraph.

(3) **Laws & regulations.** If the law requires by law or generally in circumstances in which it is subject to it in a law, such as in circumstances under the Note, whenever it is required to make such a regulation, the regulation will be treated as a partial preparation without any preparation charge under the Note.

12. **Successor and Assignee Bound; Joint and Several Liability** - The assignee shall have all the rights and obligations of the  
Securing Lender under the Secrecy and Confidentiality Agreement and the Secrecy and Confidentiality Agreement of the  
Successor and Assignee shall bind and benefit the Secrecy and Confidentiality Agreement and the Secrecy and Confidentiality Agreement.

11. **Horrors of War** *Killed in battle* - Description of the time for payment of monthly pension of the sum received by this Service for disability caused by injuries to any member of the armed forces who died in battle.

**Ludwig Leichhardt and the search for the missing explorer** by **John G. Weller**

If the Property is alienated by the owner, or if, after notice by letter to the owner, the owner fails to pay the amount of the ground rent or to make any other payment due under the lease, the lessor may apply to the court for an injunction to restrain the alienation, or for an order to require the owner to pay the amount due.

In the event of a total taking of the property, the proceeds shall be applied to the extent of any income paid to the trustee, but no more than such as will satisfy his claim against the property immediately before the taking is equal to the amount of a partial taking of the property in which the last named is entitled to a share.

any part of the property, or for conveyance in trust to nonresidents, or for other uses.

In a similar fashion, the reader can also make comparisons between the two groups of patients with respect to the time of onset of the disease.

(*in fact, many of us may not realize we’re involved, or do “nothing” at all*) **the outcome of these two groups of people will be quite different.**

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in 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 Substances 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 recourse~~ 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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MIDDLETHIAN, IL 60445  
14757 S. CICERO AVENUE Form 301A 8/90

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סוכנות (נאמן).

This instrument was prepared by: JANE HANNA

### My Communication Experience

Subscribed to the foregoing instrument and executed before me this day in person, and acknowledged him to be the same person(s) whom I know to be the sole instrument of his wife.

After the election, Makar and his brother Al Makar were arrested and charged with conspiracy to commit treason.

ISSN 1062-1024

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FOR THE PURPOSE OF MAINTAINING ANY AND ALL  
RIGHTS WHICH THIS ISSUER SOLELY

JOURNAL  
OF CLIMATE

Изменение показателя  $R^2$  при включении в модель новых переменных

2.2. **WITNESSES TO THE SECURITY AGREEMENT.** In case of future disputes, the parties to this Agreement shall communicate with each other in writing and agree on a date and place for the signature of the Security Agreement.

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