

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

96 JUN 10 AM 10:30

94515990

FURTHERMORE, I, Casimir Kalinowski, being to the best of my knowledge,
now deceased, in the presence of the Notary Public, do hereby make and declare,
it is my intention that the Property is to remain in the possession of my wife,
Sharon Kalinowski, until her death, at which time it shall be sold or
otherwise disposed of in accordance with the terms of this instrument.
I further declare that the above signature is my true and genuine signature
to this instrument.

LOAN NUMBER: 4879102

(Space Above This Line For Recording Data)

MORTGAGE

ORIGINAL

THIS MORTGAGE ("Security Instrument") is given on JUNE 01ST, 1994, the date hereinafter set forth, by and between

The mortgagor is CASIMIR KALINOWSKI AND SHARON KALINOWSKI, whose address is 2406 EAST NORTHWOOD COURT, ARLINGTON HEIGHTS, ILLINOIS 60004, and whose address is

("Borrower"). This Security Instrument is given to PHH US MORTGAGE CORPORATION, whose address is NEW JERSEY 08054, and whose address is 6000 ATRIUM WAY, MT LAUREL, NEW JERSEY 08054 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED SIXTY EIGHT THOUSAND THREE HUNDRED TWENTY AND 00/100 Dollars (U.S. \$ 178,320.00) (the "principal"). 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 JULY 01ST, 2024 (the "maturity date"). 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: office to witness to the business of the Borrower, located at 2406 EAST NORTHWOOD COURT, ARLINGTON HEIGHTS, ILLINOIS 60004, and described as follows:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOP. BEING COMMONLY KNOWN AS 2406 EAST NORTHWOOD COURT, ARLINGTON HEIGHTS, ILLINOIS 60004, and described as follows:

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGOR, HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITHE; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY Tricia Froelich
TRICIA FROELICH

which has the address of 2406, EAST NORTHWOOD COURT, ARLINGTON HEIGHTS, ILLINOIS 60004 (Street)

Illinois 60004 ("Property Address"); and being located in the town of Arlington Heights in the county of Cook, State of Illinois, U.S.A. (City, County and State).

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.

ILLINOIS—Single Family—Faithful Mae/Predile Mae UNIFORM INSTRUMENT

U.S.C. 36-2 Rev. 1/93



Form 2014-000 (page 1 of 5 pages)

BOX 333-CTI

UNOFFICIAL COPY ORIGINAL

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 sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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.



UNOFFICIAL COPY ORIGINAL

- 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.
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)]

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) [specify] _____

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:

Casimir T. Kalinowski (Seal)
CASIMIR KALINOWSKI
330-42-2418

Sharon T. Kalinowski (Seal)
SHARON KALINOWSKI
340-42-2295

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

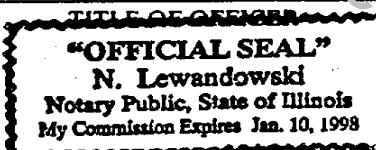
County ss:

On this, the 01ST day of JUNE, before me, the subscriber, the undersigned officer, personally appeared CASIMIR KALINOWSKI AND SHARON KALINOWSKI

known to me (or satisfactorily proven) to be the person(s) whose name ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



955-15990

UNOFFICIAL COPY

RECEIVED
JULY 23 1973
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILLINOIS
RECORDED IN THE INDEX OF RECORDS
AS A COPY OF THE ORIGINAL
AND IS NOT A SUBSTITUTION
FOR THE ORIGINAL.

RECEIVED
JULY 23 1973
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILLINOIS
RECORDED IN THE INDEX OF RECORDS
AS A COPY OF THE ORIGINAL
AND IS NOT A SUBSTITUTION
FOR THE ORIGINAL.

RECEIVED
JULY 23 1973
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILLINOIS
RECORDED IN THE INDEX OF RECORDS
AS A COPY OF THE ORIGINAL
AND IS NOT A SUBSTITUTION
FOR THE ORIGINAL.

CHICAGO, ILLINOIS
300-CA-318

CHICAGO, ILLINOIS
300-CA-328

(b)(2)
RECORDED

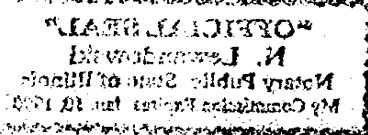
(b)(2)
RECORDED

CHICAGO, ILLINOIS
300-CA-329

0121

0121

REC'D 7/23/1973
9451590



UNOFFICIAL COPY

STREET ADDRESS: 2406 EAST NORTHWOOD COURT
CITY: ARLINGTON HEIGHTS COUNTY: COOK
TAX NUMBER: 03-21-209-012-0000

LEGAL DESCRIPTION:

LOT 39 IN ARLINGTON TERRACE UNIT NO.1, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 21
TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT
THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON
OCTOBER 8, 1964 AS DOCUMENT 2176097.

Property of Cook County Clerk's Office

94515990

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03072019