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(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") In given on 18TH, day of AUGUST, 1994. The A STRULE PERSON AND montgagor in JOSKPH G BRUKNIA JENNIFER L SWIATES A BINGLE PERSON

("Borrower"), This Security Instrument is given to CRESTAR MORTOAGE CAPITAL COPPORATION which is organized and existing under the laws of Virginia, and whom address is 2108 W. Labirrum Avenue, Richmond, VA 23227

("Lender"), Borriwer owns Landar the principal sum of

SIXTY ONE THOUSAND SIX HUNDRED AND

NO/100 DOLLARS (U.S. 5. 61,600.00). This dobt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with he full debt, if not paid earlier, due and payable on the first day of september, 2079 This Socurity Instrument secures to Landers (a) 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 the For this purpose, Borrower does hereby mortgage, grant and convey to Lendar che following described property located in COOK County, Illinois:

LOT 7 IN BLOCK 4 IN HALLS SUBDIVISION OF THE NORTH 9 ACRES OF THE SOUTH 14 ACRES OF THE NORTH 28 ACRES OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OCCI-OI RECORDING

12-7999 TRAN 5138 02/17/94 13:24:00 (302) DW M-94-728071 CORE COUNTY RECORDER

PIN # 19-01-212-073

which has the address of 4058 S MAPLEWOOD AVENUE, [Street]

CHICAGO [City]

("Property Address");

Illinois 60632-12ip Codei

INITIALS!

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."

BORRONER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convoy the Property and that the Property is unencumbered, except for encumbrances of record. Horrower 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.

PAGE 1 OF 6

ILLINOIS-Single Family-Fannie Mae/Fredddio Mac UNIFORM INSTRUMENT form 3014 9/70

CLOOC927 (03/92)

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f, Payment of Principal and Interest on the debt evidenced by the Note and Why prepayment and late charges dur under the Note.

2. Funds for Taxas and Insurance. Subject to applicable law of to a written waiver by Lender, Sprower 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 taxas and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or ground cents on the Property, if any; (c) yearly hazard or property (naurance premiums; (d) yearly flood insurance premiums, if any; (a) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in tieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage toon may require for Borrower's excrow account usder the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section \$2601 at seq. ("RESPA"), unless another law that applies to the funds sets a lesser amount. If any Lender may attimate the amount of Funds due on the basis of current date and reasonable estimates of expenditures of future decreal Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if tenuer is such an institution) or in any federal Kome Long Bank. Lender whill apply the funds to pay the Emirow Itoms. Londer may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Itoms, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this toan, unless applicable tax provides otherwise. Unless an agreement is sade or applicable at requires interest to be paid, Lender shall not be required to pay Borrower any interest or earning on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender except in minounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable taw. If the amount of the Funds held by Lender at any life is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such race Borrower shall pay to Lunder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this significantly instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, fender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, thall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3, Application of Paymonts, Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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 propagate due; and last, to any late charges due under the Note.

4. Charges; Liena. Borrower shall pay all taxes, atseasments, inarges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manyer provided in paragraph 2, or if not paid in that manner, Borrower shall pay thom on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender recr. its evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrowers (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; in (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this security instrument. If Lender determines that any part of the Property is subject to a lien which muvattain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 1D days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter areuted 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 Lander'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 may make proof of loss if not made promptly by Borrower.

PAGE 2 OF 6

this success the second control of the second secon Lender's uscurity is not lessened, if the restoration or repair is not sconomically feasible or Lender's security yould be tessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether he not then due, with any excess paid to Borrowar. If Borrowar abandons the Property, or does not where within 30 days a notice from Lender that the insurance carrier has offered to settle a ctain, 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 does the 30-day period will begin when the notice is given.

Unless Lander 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 Lanuar, Horrower's right. Lo any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the same secured by this Security Instrument issuediately prior to the acquisition.

- Preservation, Haintenbuce and Protection of the Property; 6. Occupancy, Borrower's Application; Leaseholds, Norrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days ofter the execution of this Security Instrument and shall continue to occupy the property as Corrower'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 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 weste on the Property. | Horrower | Shall be in default if any confeiture action or proceeding, whether civit or criminal, is begun that in Lender's good faith judgment could result in forreiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such in default and reinstate, as provided in an agraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good fait commination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the files created by this Security instrument or Lender's security interest. Burrower shall also be in default if Burrower, 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 ing.rument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fre title to the Property, the leasthold and the fee title shall not merge unless Leader 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 aignificantly affect Lendor's rights in the Property (such as a proceeding. In Dankruptcy, probate, for condemnation or forfeiture or to unforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's Tip is in the Property. Luider's actions may include paying any same secured by a lien which has priority we, 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 er.

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

- 8. Mortgage Insurance, If Lander required mortgage insurance as a condition of making the tour secured by this Security Instrument, Borrower shall pay the presides required to maintain the mortgage insurance in affect, if, for any reason, the mortgage insurance coverage required by Lender tapaus or ceasus to be in effect, Borrower shall pay the premiums required to obtain coverage aubatantially equivalent to the mortgage insurance proviously in effect, at a coli aubatantially equivalent to the cout to Sorrower of the mortgage insurance proviously. In affect, from an alternets mortgage insurer approved by Lander. If substantially equivalent mortgage insurance covered is not available, Borrower shall pay to Lender each month a size aqual to one-twelfth of the yearly surgage insurance premium being paid by Sorrower when the insurance coverage lapsed or ceased to be in effect. Lander will accept, use and retain these payments as a loss reserve in tieu of mortgage insurance. Lives reserve payments may no longer be required, at the option of Lender, if mortgage insurence coverage that the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Sorrower 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 resecnable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection apecifying reasonable dause for
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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.

INITIALS:

In the event of a total thating of the Property, he process had 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 aums 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 fractions (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, which is 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 same are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemon offers to make an eward 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 $2 \sim change$ the amount of such payments.

it, Borrower to Released; forbearance by London Rot a Maiver, Extension of the time for payment or modification of apartization of the sums secured by this Security Instrument granted by London to any successor in Interest of Borrower shall not operate to relate the Ciability of the original Borrower or Sorrower's successors in Interest, Lendon shall not be required to commence proceedings against any successor in Interest of refuse to extend time for payment or otherwise modify smortization of the sums secured by this Security Instrument by renson of any domand made by the original Borrower or Borrower's successors in interest, Any forber cance by Lendon in exercising any right or remedy shall not be a waiver of or preclude the exercise of my right or remedy.

12. Successors and Assign: Sound; Juint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and besufit the successors and assigns of Lender and Borrower, subject to the provisions of pragraph 17. Borrower's covenants and agreements shall be joint and several. Any Surrower who co-signs this accurity 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 has 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 Hote without that Borrower's consent.

13. Loan Charges, if the loan secured by this Security listrument is subject to a law which sets maximum toan charges, and that law is finally interpreted an that the interest or other loan charges collected or to be collected in connection with the loan excised 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 finits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal over 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 shother 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 deamed 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 offer 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 Seculity 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, Lendor 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 in 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 extends if Rorrower mean certain againtin, 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 amplicable law may specify for reinstatement) before sale of the Property pursuant to any power of wale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all nums which then would be due order 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 lies of this Security Instrument, Lender's rights in the Property and Sorrower's obtigation 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 Lorn Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be said 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 uncertated 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 74 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 a other information required by applicable law.

20. hazardous Stoutances. 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, snything affective tie Property that is in violation of any Environmental Law. The preceding two sentences shall not apply or the presence, use, or storage on the Property of small quantities of Hazardous Substances that are preceding recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower while promptly give isolder written notice of any investigation, claim, demand, investit or other action by any governmental or regulatory agency or private party involving the Property and any Hezardous Substance or invitogmental law a which Corrower has actual knowledge. If Borrower tearns, or is notified by any governmental or regulatory surburity, that any removal or other remediation of any Hazardous Substance affecting the Property & Pacessary, Borrower shall promptly take all necessary remedial actions in accordance with Environments, Law.

As used in this paragraph 20, "mazardous transces" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, pher finaments or toxic petroleum products, toxic posticides and herbicides, volutile solvents, materials containing asbests or formatchyde, and indicative materials. As used in this paragraph 20, significant 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 covering and agree on follows:

- 21. Acceleration: Romedies, Lender shall give notice to Berrover prior to accularation 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 others 1. The notice shall specify: (A) the default; (b) the action required to sure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the despuit must be cured; and (c) that failure to cure the default up 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 accoleration and the right to assert in the fureclasure proceeding the non-existence of a default or any other defense of Borroy's in acceleration and Lereler at its foreclosure. If the default is not cured on or before the date specified in the notice. option may require immediate phyment in full of all sums secured by this Security . Intrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lorior shall be entitled to collect all expenses incurred in pursuing the remedies provided in this party aph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22, Releash. Upon payment of all sums secured by this Security Instrument, Lander shall release this Security Instrument without charge to Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Burrower univer 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.

[] 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(H) (specify)

[] V.A. RIDER

INITIALS:

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