

# UNOFFICIAL COPY

return to  
George's Violin  
6350 W. 63rd St.  
Chicago, IL 60638

94156600

- DEPT-01 RECORDING \$35.50  
• T#0014 TRAN 0855 02/17/94 11:05:00  
• #7905 \*-94-156600  
• COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 1, 1994. The mortgagor is Donald Olsiek and Carmela R. Olsiek, his wife, Loomis Federal Savings and Loan Association, ("Borrower"). This Security Instrument is given to LOOMIS FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 6350 WEST 63RD STREET - CHICAGO, ILLINOIS 60638. Borrower owes Lender the principal sum of One Hundred Sixty Nine Thousand and no/100ths Dollars (U.S. \$169,000.00). 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 February 1, 2024. 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:

Lot 49 in Tanbark, being a subdivision of the North three-fourths of the West half of the Southeast quarter of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian, (except the East 215 feet), in Cook County, Illinois.

Commonly Known As: 16530 South Richards Drive; Tinley Park, Illinois  
PIN: 27-23-409-011-0000

94156600

which has the address of 16530 South Richards Drive, Tinley Park, Illinois 60477-8209, ("Property Address");  
(Street) (City)  
(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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Product 44713

Form 3014 8/90 (page 1 of 6 pages)

1001 S AF Systems & Forms, Inc.  
Chicago, IL • 1-800-323-3000



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Form 3044 Date 6/1/94 Page 6 of 6 pages

THIS INSTRUMENT WAS DRAFTED AND AGREED TO ON JUNE 11, 1994, AT 6350 W. 63RD STREET, CHICAGO, IL, 60638-5095.

BY BARBARA HUSSMAN, NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARY PRACTICE EXPIRES 1/18/97  
"OFFICIAL SEAL"  
MY COMMISSION EXPIRES 6/1/2013

Witness my hand and official seal this day of June, 1994.

and dead and that they have executed and delivered instrument for the purposes and uses herein set forth.  
Instrument, have executed and acknowledged said instrument to be their free and voluntary act  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing  
bonded Olsack and Grammel, R. Olsack, a Notary Public in and for said county and state, do hereby certify that  
I, R. Olsack, Notary Public in and for said county and state, do hereby certify that

COPIES OF THIS  
STATE OF Illinois  
} SS:

91156000

Chicago Il, 60638-5095  
6350 W. 63rd Street  
Loomis Federal Savings & Loan

MAIL TO:

130a. Below This Line For Acknowledgment

Social Security Number 324-60-9561 - Borrower  
Social Security Number 322-30-2610 - (Seal)  
Social Security Number 322-30-2610 - (Seal)  
Borrower - (Seal)

Witnesses:

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

- (Check applicable box(es))
- Adjustable Rate Rider
  - Graduated Payment Rider
  - Biweekly Payment Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Balloon Rider
  - Other(s) (Specify)

and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
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 intend  
and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows.

**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 the Note and any prepayment and late charges due under the Note.

**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, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu 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 loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow 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 Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, 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 loan, unless applicable law provides otherwise. 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. 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 exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender 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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or 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 as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** 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 principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, 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 manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (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; or (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 may attain 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 10 days of the giving of notice.

**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.

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<sup>27</sup> SEE ABOVE OF THOMAS AND BOTTINGER WADDELLS IN RIGHT TO INFORMATION ACTIVITY REPORT.

**NON-PARTICIPATORY GOALS AND LEADERSHIP** Non-participatory and leader-centered approaches to community development and agency follow:

A, used in this paragraph 20, "Standard Substances," are those substances determined as toxic or injurious substances by law and the following substances: Barometric, potassium, sodium, calcium, magnesium, aluminum, zinc, copper, iron, manganese, lead, tin, antimony, arsenic, bismuth, cobalt, cobaltous, copperous, ferric, ferric oxide, ferric sulphide, gallium, germanium, gold, iodine, iridium, molybdenum, nickel, osmium, palladium, platinum, rhenium, silver, stannous, tungsten, vanadium, and zinc.

Notwithstanding the above, the parties shall have the right to terminate this Agreement if either party fails to pay its obligations under this Agreement when due, or if either party commits a material breach of this Agreement which is not cured within 30 days of being given written notice of such breach.

20. **Hazardous Substances.** Hazardous substances shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or air pollutants as defined by the provisions of the Environmental Quality Law.

**19. Sale of Note by Lessor or Lessee.**—The Note or a partial interest in the Note together with this Security Instrument may be sold at one or more times without prior notice to Borrower. A sale may result in a change in the entity holding as the "Loan Servicer"; this collects monthly payments due under the Note and this Security Instrument. The Note may be one of more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer will be given written notice of the change in accordance with paragraphs 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.

18. Borrower's Right to Remand. 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 quieting this Security Instrument. Those conditions are: (i) payment of all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) entry of any other court judgments of agreement; (iii) payment of all expenses incurred in enforcing this Security Instrument; and (iv) entry of a judgment quieting this Security Instrument. Upon entry of such a judgment, Borrower shall have the right to remand this Security Instrument to the court which entered the judgment.

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 accrued 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.

Specified 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.

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**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 Relensed; 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 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.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed 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 limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed 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. Noticees.** 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 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 deemed 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 affect 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 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

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Secondly, insurance companies shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage ceases to be in effect, however, the premium shall be suspended by the insurance company until the premium is reinstated. In addition, the insurance company shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage ceases to be in effect, however, the premium shall be suspended by the insurance company until the premium is reinstated.

Any amounts due under this paragraph 7 shall become additional debt of Borrower secured by Lender under this paragraph 7 shall be payable to Lender and Lender shall be payable, with interest, upon notice from Lender to Borrower if payment of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower if payment

If this Lender and Borrower do otherwise agree in writing, any application of proceeds to principal shall not exceed 10% of principal the date of the most recent payment referred to in paragraphs 1 and 2 of clause 1 of the previous paragraph prior to the repayment date of the obligation.

Under Leander and Thorow's ultimate design in writing, insurance proceeds shall be applied to restoration of the property damaged, if the restoration of repair is not economically feasible or Leander's security would be lessened, the insurance proceeds shall be applied to the same account by this Seaway instrument, whether or not then due. The "to day" period will begin the first day of the year when received by this Seaway instrument, whether or not then due. The "to day" period will begin the first day of the year when Leander uses the insurance proceeds to repair or restore the property sold or leased to him under a lease or other written agreement, whether or not then due. The "to day" period will begin the first day of the year when Leander uses the insurance proceeds to repair or restore the property sold or leased to him under a lease or other written agreement, whether or not then due.

All maritime policies and practices shall be acceptable to Leader and shall include a standard maritime climate. Leader shall have the right to hold the policies and practices in Leader's name or under the name of Leader's successor. Leader shall make proof of loss if not made properly by Seller.

David M Opas Sr

6350 WEST 59TH STREET  
CHICAGO, ILLINOIS 60630**UNOFFICIAL COPY****I-4 FAMILY RIDER**  
**Assignment of Rents**

THIS I-4 FAMILY RIDER is made this 1st day of February, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LOOMIS FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

16530 South Richards Drive; Tinley Park Illinois 60477-8209

[Property Address]

**14 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing, together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this I-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5. (§ 415t.6(6))

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-A Family Rider.