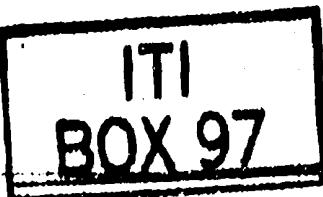


# UNOFFICIAL COPY

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



94293796

940208138

[Space Above This Line For Recording Data]

## MORTGAGE

SAS-A DIVISION OF INTERCOUNTY  
RECORDING CLERK'S OFFICE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 28TH, 1994**. The mortgagor is

DANIEL E KRCMAR and JEAN A KRCMAR, HUSBAND AND WIFE

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

MIDAMERICA FEDERAL SAVINGS BANK, COUNTY RECORDER

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **1001 S WASHINGTON ST, NAPERVILLE, IL 60566**

(Lender). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/100** Dollars (U.S. \$ **176,000.00**)

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 **APRIL 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 6 IN PLEASANT VIEW ESTATE IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED MAY 15, 1956 AS DOCUMENT 16580176 IN COOK COUNTY, ILLINOIS.**

P.I.N. **18-17-304-009-0000**

which has the address of **1920 WEST 60TH STREET** (Street) **LA GRANGE** (City)

Illinois **60525** ("Property Address");  
[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

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Project Leader's insights in the property in accordance with paragraph 7

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 insure reasonably against risks which may be uninsured.

insured against losses by fire, hazards included within the term "excluded coverage". And any other hazards, including floods or flooding, for which the lender requires insurance.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property the giving of notice.

Borrower's right to foreclose or accelerate the debt or take other actions set forth above within 10 days of the date of the 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 date of the notice identifying the lien.

against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) securures from the holder of the lien an agreement satisfactory to Lender regarding the lien to this Security instrument. If Lender

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) consents in good faith the lien by or debends

payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 11 Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 11 Borrower makes these

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 in the same directly to the person owed

Interest; due, forth, to principal due, and last, to any late charges due under the Note.

3. **Application of Payment.** 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

Under paragraph 21, Lender shall acquire or sell the Property, (and, prior to the acquisition or sale as a credit enhancement, the sums secured by this Security Instrument) shall apply any Funds held by Lender at the time of acquisition or sale as a credit enhancement to the sums secured by this Security Instrument.

Lender's sole discretion. Lender shall promptly refund to Borrower any funds held by Lender upon payment in full of all sums secured by this Security Instrument.

the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, all sufficient to pay the Escrow items when due. Lender may sue directly Borrower in writing, and, in such case Borrower shall pay to Lender

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 held by Lender with the amounts paid or held by Lender in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds held by Lender at any time in not

showing credits and debts 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.

Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds.

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 laws provide otherwise. Unless an agreement is made or applicable law requires interest to be paid,

Leender may not charge Bearer for holding and applying the Funds, annually amortizing the escrow account, or verifying the Escrow terms, unless Leender places Bearer under a law and applicable law permits Leender to make such a charge. However, Leender

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.

Funds in an amount not to exceed the lesser amount may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures otherwise in accordance with law.

account under the federal Rail Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. (RESEA) unless otherwise set forth in the law that applies to the funds held under any lease or other arrangement.

Insured parties premiums, if any, and (v) any sums payable by defendant to plaintiff for amounts in excess of maximum amount defendant is liable to pay under the policy.

which may result from damage over this scenario, insurance as a form of risk transfer.

2. Funds for taxes and insurance, subject to applicable law or a written waiver by Lender.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of

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

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the 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 acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damages to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and 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.

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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, unless Borrower and Lender otherwise agree, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by (b) the fair market value of the Property immediately before the taking, (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value following fraction. (a) the total amount of the sums secured 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 fair market value of the Property immediately before the taking, unless Borrower fails to respond to Lender to repair of the Property or to the sums secured by this Security instrument within 30 days after the date the notice is given, Lender is authorized to settle a claim for damages, Borrower is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender to repair of the Property or to the sums secured by this Security instrument within the period specified, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not the sums are then due, unless Lender, whether or not then due, agrees in writing, any application of proceeds to principal shall not extend or postpone due date of the monthly payment, unless the otherwise agree in writing, any application of proceeds to principal shall not extend or postpone due date of the monthly payment, unless referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Failed; Forbearance By Lender Not A Waiver. Extension of the time for payment of principal or modification of this Security instrument shall be granted by Lender not be a waiver of any right or remedy forbearance by Lender in exercising any right or remedy shall not be a waiver of preclude the exercise of any right or remedy by Lender under the terms of this Note. (a) is co-signing this Security instrument it only to mortgage, grant and convey that Borrower's interest in the Property to another and (b) is not personally obligated to pay the sums secured by this Security instrument, and (c) executes the terms of this Note, then (a) such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, then, (a) any such loan charge collected or to be collected in connection with the loan exceed the principal, the reduction will be treated as a partial prepayment without any preage under the Note.

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.

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 charges collected or to be collected in connection with the loan exceed the principal, the reduction will be treated as a partial prepayment without any preage under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument 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 given by first class mail to Lender or Borrower designees by notice to Lender. The notice shall be directed to the Property Address or any other address to which the Property is located. In the event that any provision or clause of this Security instrument or the Note which conflicts with applicable law is located, this Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

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.

16. Borrower's Copy. Borrower shall be given a 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 sold or transferred (or if a beneficial interest in Borrower), 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 without further notice or demand of Borrower.

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**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note, as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such actions 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 partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

## NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

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5/20/2013

TOOKS WASH NOTON ET AL.

This instrument was prepared by KENNETH KORANDA

Subscribed to me today in person and acknowledged that he  
personally knew to me to be the same person(s) whose name(s)  
is signed and delivered to the Notary Public before me this day in person, and acknowledged that  
he is free and voluntarily act for these purposes herein set forth  
in this instrument.

that DANIEL E KRCMAR and JEAN A KRCMAR, HUSBAND AND WIFE  
a Notary Public in and for said County and State do hereby certify

County as:

Social Security Number

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security  
Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument  
covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the  
Security Instrument. The rider(s) shall be incorporated into and shall amend and supplement the  
Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable box(es))
- |   |   |   |  |   |                                   |
|---|---|---|--|---|-----------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider  | <input type="checkbox"/> Cordomium Rider  | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvemnt Rider | <input type="checkbox"/> Other(s) [Specify] | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Second Home Rider     | <input type="checkbox"/> Balloon Rider      | <input type="checkbox"/>          |

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security  
Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the  
Security Instrument as if the rider(s) were a part of this Security Instrument.

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