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Return to:

Moyne Savings Bank 4786 North Milwaukee Ayonus Chicago, Illinois 60630

or Box Number 297

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COOK COUNTY RECORDER

These Across Line for Seconding Data)

LOAN NO. 01-18-47626

MORTGAGE

THIS MORTGAGE ("Security Instrument") is giver, on NOVEMBER, 215T.

19.95. The mortgagor is ZRIGNLEW STERCZYNZKI AND STANISLAWA STERCZYNSKIA HIS WIFE. AND ROBERT PINDRAL. ** ("Borrower"). This becaute Instrument is given in HOYNE BAYINGB BANK.

under the laws of ILLINOIS, which is organized and existing under the laws of ILLINOIS.

4786 North Milwaukee Avenue - Chicago, tilhola 80800.

Borrower owes Lender the principal sum of EIGHTY-SEVEN THOUSAMO. TWO HUNDRED AND NOZIOCTHS——management Dollars (U.S. \$87,200,00...). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly comments, with the full debt, if not paid earlier, due and payable on DECEMBER 1ST, 2000. This Security Instrument secures to Lunder: (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 the Note. For this purpose, Horrower does hereby mortgage, grant and convey to Lender the following described property located in COOK.

County, Illinois:

LOT 31 AND 32 IN BLOCK 6 IN BAXTER'S SUBDIVISION OF IRVING PARK SUBDIVISION OF 20 ACRES OFF THE EAST END OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-15-319-071-0000

* KATARZYNA PINDRAL, HIS WIFE

which has the address of H.V.Z.ZN	[A., K& NN& 17]
Illinoix 6.0.64.1	("Property Address");

ILLIMOIS -- Single Fermity - Pannie Meniffreddia Mae UNIFORM HISTRUMENT Product 44732 Form 3014 - \$700 (page 1 of 6 pages)

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1/4 OF SECTION 15, TOWNSHIP 40 NORTH,
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

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TOGETHER WITH all the improvements now or hereafter ejected 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unercombered, 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 governmes for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS. Bottower 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 Mosc.

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 "Ercrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a fed rally 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 imount. 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, instrume tality, or entity fincluding Lender, if Lender is such as 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 center 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 too 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 piedged 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. Forcower 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. Appliention 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 any antis payable under paragraph 2; third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lieux. Borrower shall pay all taxes, assessments, charges, fines and impositions attachitable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that ma mer, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be perdunder this paragraph. It Borrower makes these psyments directly, Borrower shall promptly furnish to Lender receipts exidencing the payments.

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the hen 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 hen an agreement satisfactory to 1 moder subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a hen 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 unprovenients 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 Lander-requires. The insurance carrier providing the invariance shall be chosen by Horrower subject to Lender's approval which shall not be unreasonably withheld. If Horrower falls to maintain coverage described above, Lander may, at Lender's option, obtain coverage to protect Lander'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. I ander shall have the right to hold the policies and renewals. If Lender requires, thorower shall promptly give to Lander all receipts of paid premiums and renewal motices. In the event of loss, Horrower shall give prompt notice to the matrance carrier and

Lender, Lander may make proof of loss if not made prompily by florrower

Unless Lender and Horrower 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 I ender'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 Lander and Rorrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the don date of the monthly payments inferred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lander to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

- 6. Occupancy, Peservation, Maintanance and Protection of the Property; Borrower's Loan Applications Leaseholds. Burrower shall suppy, establish, and use the Property as Burrower's principal residence within staty days after the execution of this Security Instrument and shall continue to occupy the Property as Horrower's periodical residence for at trast one year after the date of occupancy, unless Lender otherwise agrees in writing, which coment shall not be unreasonably withheld, or unless est invaring circumstances exist which are beyond Horrower's control. Horrower 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 begin that in Lender's good faith judgment could result in forfeiture of the Property or other environmentally impair the lieu created by this Security Instrument or Lendor's security interest. Horrower may cure such a defendant reinstate, as provided in paragraph 18, by causing the action or prespecting to be dismissed with a ruling that, in Employ's good faith determination, precludes forfeiture of the Borrawer's interest in the Property or other material impairment of the bon 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 faited to provide Lenser 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 trincipal residence. If this Security Instrument is on a leasehold, its trower shall comply with all the provisions of the lease. If Bortower acquires fee title to the Property, the leasehold and the Lee title shall not morge unless Lender agrees to the
- 7. Protection of Lender's Rights in the Property. If Borrower ails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may signify soily affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or fortesture or to entoring Lander's rights in the Property, Lender's actions may 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 Londer under this paragraph 7 shall become additional debt of incrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts their bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to istriower 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 teason, 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, 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.

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9. Importion. Lender of its agent may make reasonable entries upon and inspections of the Property. Cender shall give Borrower notice at the time of or prior to an impection 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 berety assigned.

and shall be paid to Leraler

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 florrower. In the event of a partial taking of the Property in which the fact market value of the Property innuediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Bossower 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 in which the fair market value 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 Bossower 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 it, after notice by Lender to Borrower that the condemnor offers to make an award or order a claim for damages, Borrower fails to respond to Lender within Widays after the date the notice is given, Lender is renoursed to collect and apply the proceeds, at its option, either to restoration or repair of the Property

or to the same secured by this Security Instrument, whether or not then due

Unless I under sed Decrewer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the positibly payments referred to in paging plant 1 and 2 or change the amount of such payments.

11. Horrower Not Released; Forbearance By Lender Not a Waiser. Extension of the time for paymera or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Horrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or release 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 Horrower's successors in interest. Any Indoperance 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; John and Several Liability; Consigners. The covenants and agreements of this Security Instrument shall find and benefit the successors and assigns of Lender and Botrower, subject to the provisions of paragraph 17. Botrower's covenants and agreements shall be joint and several. Any Botrower who consigns this Security Instrument only to mortgage, grant and convey that Botrower's interest in the Property under the terms of this Security Instrument. (b) is not personally obligated to pay the annix secured by this Security Instrument; and (c) agrees that Lender and any other Botrower may agree to extend, mostly forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Botrower's

consent

13. Louin 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 rejuced 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. Notices. Any notice to Horrower provided for in this Security Institution think to given by delivering it or by mining 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 patagraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the purisdiction in which the Property is located. In the event that any provision or chaise of this Security Instrument of 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 of a Beneficial Interest in Borrower. If all or any part of the Property of any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Botrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give florrower 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 no rower fails to pay these sains prior in the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demend on Borsower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander 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 meutred 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 hen 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the mane and address of the new Loan Servicer and the address to which payments should be made.

The nonce will also contain any other information required by applicable law

20. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on its 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 shall 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, lawauit or other action by any governmental or regulatory agency or profite party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has accord knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remadiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial accounts in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined at toxic or hazardous substances by Environmental Law and the following substances—gasolin, kelosene, other flammable or toxic petroleum products, toxic petroleum, volatile solvents, materials continuing a bestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Horrower 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 a for 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 reties may result in acceleration of the same 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 little evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower Storrower 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 Hate Rider	[]] Condominum Rider	[]] 1 -4 Family Rider
[] Ciraduated Payment Rider	[]] Planned Unit Development Rider	[] Hisweakly Payment Ride
[] Halloon Hider	[] Rate Improvement Rider	Second Homa Rider
() Other(s) (snocify)		

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 (Scal)(Scal) ROBERT PINDRAL - Borrower (Space Balow This Line For Acknowledgment) STATE OF ZBIGNIEW STERCZYNSKI AND STANISLAWA STERCZYNSKI, * personally appeared before one and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing statement, have executed same, and acknowledged (aid instrument to to THEIR free and veluntary act and deed and that THEY executed said instrument for the purposes and mee therein set forth. Witness my hand and official seal this My Commission Lypircu: This instrument was prepared by ... VESSICA. 160. 44771 * HIS WIFE AND ROBERT PINDRAL AND KATARZYNA PINDRAL, HIS WIFE "DEBCIVE 2) YE. Stevn Gulfat Notary Public, State of Potach Clort's Orginica W Commen