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WHEN RECORDED MAIL TO THE WILLIAM BLOCK CO 256 HARRET SQUARE LARR POREST IL 60045

Prepared by: DOMMA R. WALSTRUK

FOR THE WILLIAM BLOCK CO

\$33.00 DEPT-01 RECORDING T40012 TRAN 8086 12/11/95 15:15:00 \$9663 + CG #-95-859910 COOK COUNTY RECORDER

7574763 95061024K MORTGAGE

Loan No. 780252

DECEMBER 4, 1995 THIS MORTGAGE ("Security Insurument") is given on

. The mortgagor is

EUGENE WESOLOWSKI AND CAROL A. HUBERTY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE WILLIAM BLOCK COMPANY ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of 256 MARKET SQUARE address is LAKE FOREST, IL 60045 MINEYY THOUSAND

THE STACE OF ILLINOIS

, and whose

("Lender"). Borrower owes Lender the principal sum of

90,000.00 Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for JANUARY 1, 2026 mountaly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals. execusions 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 Bostower's coven into and agreements under this Security Instrument and the Note. For this purpose, horrower does hereby mortgage, grant and convey to Lender the following County, Illinois: described property located in

SEE ATTACHED LEGAL

16-17-319-027-0000 PIN:

BOX 322-STI

OAK PARK 1119 S LOMBARD AVE. arbich has the address of 60304 [Zay Code] ("Property Address");

N-PHILAPHAIC UNFORM SYRUNGERT Form 3014 5/90



(Street, City),

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apputtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

BORROWER COVENANTS that Borrower is lawfully sessed 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.

CARL PLONDING S 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. 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 Incurance. 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: (at yearly taxes and assessments which may attain priority over this Security lastrument as a lien on the Property; (b) yearly lessehold payments or ground rents on the Property, if any; (c) yearly bazard or property insurance premiums; (d) yearly flood incurance premiums. if any; (e) yearly a ortgage insurance premiume, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of prograph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Eacrow 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 flow propriet for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as assessed from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lee see may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Leader may estimate the amount of Finds due on the basis of current data and reasonable estimates of expenditures of future Encrow hems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insused 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 Eacrow Benns, Lender may not charge Bostower for colding and applying the Funds, annually analyzing the escrow account, of verifying the Eactors Resus, unless Lender pays Bortone or 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 med 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. Bostower 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 Punds was made. The Funds are pledged as additional security for all stores secured by this Security Instrument.

If the Panels 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 arracust of the Funds held by Lender at any time is not sufficient to pay the Eucrow house when due, Lender may so notify Bostower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make us 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 cound to Borrower any Funds held by Lender 1f, 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 Suns secured by

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, so any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to unterest the; 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 stain 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 owned payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bornesses 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 testercement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to has Socurity Instrument. If Lender concruines that any part of the Property is subject to a lien which may attain priority over

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this Security Instrument, Leader 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. Hannel or Property Insurance. Borrower shall keep the resprovements now existing or hereafter erected on the Property innured against loss by fire, lazards 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.

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 poid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender now 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 distinged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or copiar 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 according within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the macrower 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 Leader and Borrows: cherwise 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 durange to the Property prior to the acquisition and 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 Long Application; Lenseholds. Borrower shall occupy, establish, and use the Property of Porrower's principal residence within sixty days after the execution of this Socurary 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 crystol. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, us commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, it begun that in Lense, a good faith judgment could result in forfeiture of the Property or otherwise materially impair the fien created by this Security Interiment or Lender's security interest. Borrower may care 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 desermination, precludes forfesture of the Borrower's lottrest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security in east. Borrower shall also be in default if Morrower, during the loan application process, gave materially false or inaccurate infileration or statements to Lender (or failed to provide Lender with any material information) in connection with the foun evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. It this Security Instrument is on a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lemehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lendar's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrupacy, probate, for condemnation or forfeiture or to enforce taws or regulations), then Linder 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 assumerys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph of the Property 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 Leader required mortgage insurance as a condition of making the loan secured by this Security insurance. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Leader layers or ceases to be in effect, Borrower shall pay the premiums required to

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Bornywer of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It 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 Leader 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 surrance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Respection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Horrower 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 it ede .

in the event of a cotal taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then the, 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 immedia all before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be soluced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the same 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 caking, unless florrower and Lender otherwise agrie in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums occured 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 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, aslits 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 also application of proceeds to principal shall not extend or postpose the due dest of the monthly payments referred to in paragraphs, I and 2 or change the amount of such payments.

- 11. Berrower Not Released; Forbearance By Lender Not a Walyer, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall and operate to release the liability of the original Burrower or Borrower's successor; in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for exyment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand make on the original Borrower or Borrower's successors as interest. Any forbeneance by Lender in exercising any right or remedy that not be a waiver of or preclude the energies of any right or remedy.
- 12. Successory and Amigus Bound; Joint and Several Liability; Co-signers. The overants 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. Horrewer's covenants and agreements shall be joint and several. Any Borrowei was 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 thersower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums sucured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, oxidify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Lean 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 has exceed the permitted limits, then: (a) any such loss charge shall be reduced by the amount necessary to reduce the charge so 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 Borrower provided for in this Security Instrument shall be given by delivering it or by mailing is 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

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Leader's address stated herein or any other address Lenter 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. Berrower'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 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 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 Porrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permined by this Security Fatrument without further notice or demand on Borrower.

18. Berrower's Resident Relationary Residents. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security last continued 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 Lender all sums which then would be described this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or as compents; (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 Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. In our reinstatement by Borrower, this Security Instrument and the obligations secured bereby 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 Lean 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 starrower. 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 the address to which payments should be made. The notice will also contain any other information required by applicable law.

28. Hazardous Substances. Borrower shall not cause or permit the presence, we disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone eise 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 sterage 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any resnoval 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 pessicides and harbicides, volatile solvents, materials codtaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means faderal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIPORM 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 Socurity Instrument (but not prior to acceleration under paragraph 17 action

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not has then 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 necessary flustrament, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relastate after acceleration and the right to assert in the foreclosure proceeding the non-information of a default or may other defence 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 fastrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lander shall be entitled to collect all expenses incurved in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of etile evidence.

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

23. Walver of Bomostead. Borrower waives all right of homestead exemption in the Property.

Security Instrument, the rover at and agreements of each such the coverants and agreements of the Security Instrument as if the [Check applicable bux(es)] Adjustable Rate Rider Condominate	n Rider
BY SIGNING BELOW, Borrower accepts and agrees to us any index(s) executed by Borrower and recorded with it. Witnesses:	Common and covenants contained in this Security Instrument and Council A. Eurhertif (Seal) CAROL A. EUBERTY Bostower
	EUCHER WESOLOWS (I BOTTOWER
STATE OF ILLINOIS, WALLOWS TO THE CONTROL OF THE CONTROL OF THE CAROL	County so: Notary Public in and for said county and state do hereby certify L. HUBERTY, HUSBAND AND WIFE
subscribed to the foregoing instrument, appeared before me this	personally known to me to be the same person(s) whose name(s) day in person, and acknowledged that he see and voluntary act, for the uses and purposes therein set forth, day of DECEMBER 1995 Notary Public

(100) 800

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OFFICIAL SEAL
MICHELLE L. BERCIER
HOTARY PUBLIC, STATE OF RUNOIS
MY COMMISSION EXPIRES 1-9-99

Form 3014 - 8/80

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LOT 10 AND THE NORTH 1/2 OF LOT 11 IN BLOCK 8 IN GREENDALE, A SUBDIVISION OF THE NORTH 40 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE BORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4) OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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