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5/28/2008

PROPERTY TAX	31.00
ADDITIONAL TAX	0.00
INTEREST	31.00
TOTAL	62.00

NOV 25 2008 11:12

11/25/08



Prepared by: **DEBBIE BOSWELL**
HENLOCK FEDERAL BANK FOR SAVINGS
 5700 WEST 159TH STREET
 OAK FOREST ILLINOIS 60452

(Space Above This Line For Recording Date)

LOAN #15-050069-15

MORTGAGE

THIS MORTGAGE ("Security Instrument") was given on **NOVEMBER 25, 1995** The mortgagor is
ROMAN M. GLADOWSKI AND RENATA GLADOWSKI, HIS WIFE, IN JOINT TENANCY

("Borrower") This Security Instrument is given to
HENLOCK FEDERAL BANK FOR SAVINGS
 which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose
 address is **5700 WEST 159TH STREET - OAK FOREST ILLINOIS 60452**

("Lender") Borrower owes Lender the principal sum of
FIFTEEN THOUSAND AND 00/100----- Dollars (U.S. \$ 15,000.00-----)
 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 **NOVEMBER 25, 2000**.
 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 3 IN CARL ZARLENGA SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.S. 19 TO 407 042

THIS IS A JUNIOR MORTGAGE

which has the address of **5226 SOUTH KEELER** **CHICAGO** **ILLINOIS** (Include City, State and Zip Code)
 Illinois **60637** ("Property Address")

ILLINOIS Single Family, **FNMA/THMC UNIFORM**
INSTRUMENT Form 3034 - 9/90
 Amandado 5/91

2000R11 11-9
 100% RECYCLED PAPER



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the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect the priority of the Security Instrument, Lender shall have the right to require the Borrower to satisfy the lien or to provide adequate security for the lien. If the Borrower fails to satisfy the lien or to provide adequate security for the lien, Lender shall have the right to require the Borrower to provide adequate security for the lien. If the Borrower fails to provide adequate security for the lien, Lender shall have the right to require the Borrower to provide adequate security for the lien.

4. **Charges:** Lender shall have the right to charge the Property with all taxes, assessments, charges, fines and other obligations, including those assessed against the Property, which are levied or assessed against the Property, whether or not such charges, fines and other obligations are levied or assessed against the Property at the time of the execution of this Security Instrument. Lender shall have the right to require the Borrower to pay all such charges, fines and other obligations, including those assessed against the Property, whether or not such charges, fines and other obligations are levied or assessed against the Property at the time of the execution of this Security Instrument.

5. **Application of Payments:** Lender shall have the right to apply all payments received by Lender under this Security Instrument to the payment of the principal amount of the loan and to the payment of interest on the loan, in the order specified in this Security Instrument. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

6. **Assignment:** Lender shall have the right to assign all or part of its obligations under this Security Instrument to any third party. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

7. **Waiver of Defenses:** Lender shall have the right to require the Borrower to waive all defenses, including those defenses which are available to the Borrower under applicable law, in connection with the performance of the obligations of the Borrower under this Security Instrument. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

8. **Acceleration:** Lender shall have the right to accelerate the maturity of the loan if the Borrower fails to pay any payment when due under this Security Instrument. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

9. **Attorney's Fees:** Lender shall have the right to require the Borrower to pay all reasonable attorney's fees and costs incurred by Lender in connection with the enforcement of this Security Instrument. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

10. **Entire Agreement:** This Security Instrument constitutes the entire agreement between Lender and Borrower with respect to the loan. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

11. **Severability:** If any provision of this Security Instrument is held to be unenforceable under applicable law, the remaining provisions of this Security Instrument shall remain in full force and effect. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

12. **Payment of Taxes and Insurance:** Lender shall have the right to require the Borrower to pay all taxes and insurance premiums which are levied or assessed against the Property, whether or not such taxes and insurance premiums are levied or assessed against the Property at the time of the execution of this Security Instrument. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

13. **Payment of Principal and Interest:** Lender shall have the right to require the Borrower to pay all principal and interest on the loan when due under this Security Instrument. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

14. **Assignment of Rights:** Lender shall have the right to assign all or part of its rights and obligations under this Security Instrument to any third party. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

15. **Waiver of Defenses:** Lender shall have the right to require the Borrower to waive all defenses, including those defenses which are available to the Borrower under applicable law, in connection with the performance of the obligations of the Borrower under this Security Instrument. Lender shall have the right to require the Borrower to pay all such payments, whether or not such payments are levied or assessed against the Property at the time of the execution of this Security Instrument.

this Security Instrument. Lender may give Borrower a notice identifying the item. 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 flood 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 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, 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 shall 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 4 and 5 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 damage 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 being that in Lender's good faith judgment 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 reinstall, 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 the 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 a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then 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



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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 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 Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to 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 the entry of a judgment 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 attorney's fees, and (d) takes such action as Lender may reasonably require to assure that the terms 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 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 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.

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 use 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 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 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.

NO 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



