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95376706

RECORD AND RETURN TO:
ADVANTAGE-PLUS MORTGAGE CORP.

RECORDED - NO INDEX

6/1/95

11952, SOUTH HARLEM AVENUE
PALOS HEIGHTS, ILLINOIS 60463
DEPT-D1 RECORDING 6/1/95 131,50
T80000 TRAN 1824 06/09/95 1512100
42394 C.J. #95-376706
COOK COUNTY RECORDER

Prepared by: MICHAEL L. DUBOIS
MICHAEL L. DUBOIS
PALOS HEIGHTS, IL 60463

[Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 25, 1995** by and between **STEPHEN J. BELCZAK** and **HELEN M. BELCZAK, HUSBAND AND WIFE** (the "Mortgagors"), whose addresses are **11952, SOUTH HARLEM AVENUE, PALOS HEIGHTS, ILLINOIS 60463**, and **ADVANTAGE - PLUS MORTGAGE CORP.** (the "Lender"), whose address is **11952, SOUTH HARLEM AVENUE, PALOS HEIGHTS, ILLINOIS 60463**. The Mortgagors are the sole and exclusive owners of the property described below, and have the right to convey the same to the Lender, subject to the terms and conditions of this Security Instrument. The Lender is the sole and exclusive owner of the principal sum of **ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$128,400.00)**.

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 **JUNE 1, 2025**. 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 2 IN CURRAN SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1973 AS DOCUMENT 22354291 IN COOK COUNTY, ILLINOIS.

24-33-300-038-0000 ATTORNEY'S NATIONAL

which has the address of **13122 SOUTH LINNERT COURT, CRESTWOOD, ILLINOIS 60445**. Zip Code ("Property Address") **60445**.
ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 8/80
Amended 8/91

VMP MORTGAGE FORMS - 18001621-7291 Initials: **SHB**

3150

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Form 364 08/80 (Rev.)

Judi Suci

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8. Differentiable functions. If a function f is differentiable at a point x_0 , then it is continuous at x_0 .

Any nonconformities discovered by the Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security interest.

7. **Retention of Leader Rights in the Partnership.** If the owner fails to perform the services and agreeable conditions in this Section satisfactorily after a reasonable time, the Partner may take action under a partnership agreement or bylaws to do so.

Quintiles Letterer uses a number of other software packages in writing, any application of proceeds to principal shall not exceed or exceed 10% of the due date of the jointly payable referred to in Paragraphs 1 and 2 of change the amount of the payments. If under paragraph 2 the Property is acquired by Landor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Landor to the extent of the sum received by the Security Interests.

All insurance policies and renewals shall be susceptible to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals, if Lender requires, Borrower shall give prompt notice to the insurance carrier and lender.

5. **Granted or Pending Property Interests**. Borrower shall keep the unperfected or perfected interest in the property granted or retained by the Lender in accordance with Paragraph 7.

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this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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.

10.10 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 sum 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 damage to the Property prior to the requisition shall pass to Lender to the extent of the sum required 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 lie 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 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 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 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 re-establish the coverage as soon as practicable. The amount of the premium to be paid by Borrower shall be the lesser of the amount of the premium required by Lender or the amount of the premium required by the insurance company which is the holder of the policy.

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14. Moreover, any notice to recover possession must be given by letter or otherwise to the lessor. Any notice to recover the property must be given by letter or otherwise to the owner.

13. **Law** **and** **Security**: In the long term security by its very nature must be a fundamental principle of a peaceful and prosperous society.

11. Borrower Not Releasable Partnership By Landlord Rule A Waver: Extraneous of the time for payment or modification of an interest held by the same person as the original holder of the title to the property, the title to the property may be transferred by the original holder to any other person, but the original holder may not transfer his interest in the property to another person without the written consent of the original holder.

Juliette Larquier and Bertrand Olivier will also review the project in writing. Any implementation of procedures which will not extend or

(c) the Proprietary is abundanced by Borrower over or in, after notice by Lender to Borrower that the goodminton offers to make in award of a judgment for damages, Borrower shall be liable to pay to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, as the option, either to realization of rights of the Proprietary or to the amount received by the Proprietary for nonpayment, whether or not the due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum accumulated by the Security Account, whether or not the latter has been applied to the sum received by the Security Account whether or not the former is utilized to pay off the latter.

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 compensation in lieu of condemnation, or for injury suffered shall be paid to Lender.

9. **Imagecation.** Landlord or its agent may take reasonable entries upon and inspect the Premises at any time or for any purpose.

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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: (i) 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 due under this Security Instrument and the Note 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) takes such action as Lender may reasonably require to ensure 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 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 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 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.

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

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Form 3014 D/90 DRS 1094

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My Commision Expires 08/23/95
Notary Public, State of Illinois
John L. Walsh
Notary PublicOFFICIAL SEAL
John L. Walsh
Notary Public

My Commission Expires

Given under my hand and official seal, this 26 day of July 1995.

I, STEPHEN J. BELCZAK, HUSBAND AND WIFE
of LUCILLE COOK, COMBINE our names
as Notary Public in and for said county and do hereby certify
that I personally know to me to be the same person(s) without whom(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
signed and delivered the said instrument, free and voluntarily ac^t, for the like and purpose therein set forth.

STEPHEN J. BELCZAK AND HELEN M. BELCZAK, HUSBAND AND WIFE
of LUCILLE COOK, COMBINE our names
as Notary Public in and for said county and do hereby certify
that I personally know to me to be the same person(s) without whom(s)

-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)-Borrower
(Seal)HELEN M. BELCZAK
*Helen M. Belczak*STEPHEN J. BELCZAK
Stephen J. Belczak

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

24. Riders to a Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the documents will agree with all terms and conditions of this Security Instrument as if the rider(s) were a part of this Security Instrument.
the consequences and liabilities of all terms and agreements of this Security Instrument will be determined later and supplemental
agreements will be made in accordance with the original terms and conditions of this Security Instrument.
- Check applicable boxes:
- Adjustable Rate Rider
 Condominium Rider
 1-4 Family Rider
 Creditline Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Biannual Payment Rider
 Recast Home Rider
 Rule Improvement Rider
 Other (specify) _____

25. Waiver of Homestead. Borrower waives all right of homestead exemption in this Property.
26. Release. Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument
without charge to Borrower. Borrower shall pay any recording costs.
27. Recording. Lender shall be entitled to collect all expenses incurred in recording the instrument by justly
accrued by this Security Instrument without further demand and may foreclose this Security instrument in this proceeding
or before the due date specified in the note. Lender, at its option, may require immediate payment in full of all sums
then-entitled or a default or any other deficiency of Borrower to accelerate and foreclose. If the defaulter is not cured on
intentional Borrower or the right to reinstate after acceleration and the right to revert in the foreclosure proceeding the
instrument by this Security Instrument, foreclosed by judicial proceeding and notice of the property. This notice will further
serve to cure the default or before the date specified in the note may result in acceleration of the sum
(d) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured; and
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured; and
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the defaulter;