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96527398

Prepared by: V. Zinkus
Castle Mortgage, Inc.
1315 W. 22nd St.
Oak Brook, IL 60521

DEPT-01 RECORDING -129.50
T10014 TRAN 7185 07/11/96 09:22:00
46424 & JW *-96-527398
COOK COUNTY RECORDER

MORTGAGE

3950
v.

THIS MORTGAGE is made this 7th day of June, 1996, between the Mortgagor,
JOSEPH C. MROCKOWSKI AND DAWN M. ROZEK, HIS WIFE

(herein "Borrower"), and the Mortgagee,

CASTLE MORTGAGE, INC.

existing under the laws of The State of Illinois
1315 W. 22nd St., Oak Brook, IL 60521

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,000.00
indebtedness is evidenced by Borrower's note dated June 07, 1996 and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not
sooner paid, due and payable on July 01, 2001;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey
to Lender the following described property located in the County of Cook
State of Illinois:

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LOT 18 IN BLOCK 4 IN LUTZ PARK ADDITION TO RAVENSWOOD, BEING
A SUBDIVISION OF LOTS 1, 2 AND 3 OF SUPERIOR COURT PARTITION
OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13,* EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*TOWNSHIP 40 NORTH, RANGE 13,

13-13-408-019

which has the address of
Illinois 60618

2433 West Hutchinson St.
(Street)

Chicago
(City)

(ZIP Code) (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

MP-2076(B) 184CB

Form 3814

SMP MORTGAGE FORMS • 1800/521-7251

Printed on Recycled Paper

Page 1 of 5 Initials: *[Signature]*



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Form 3814

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, that such amounts and for such periods as Lender may require.

Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals hereof, subject to the terms of any mortgage, dead or trust or other security agreement with Lender and such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to such amounts and for such periods as Lender may require.

5. Hazard 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 such other hazards as Lender may require and in amounts, if any,

and improvements attributable to the Property which may arise in a priority over this Mortgage, and leasehold payments or ground coverments to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and penalties to other security agreement over this Mortgage, including Borrower's any mortgage, dead or trust or other security agreement with a lessor which has priority over this Mortgage, and Lender under a mortgage, dead or trust or other security agreement over this Mortgage, including Borrower's any obligations under rents, if any,

4. Prior Liens and Deeds of Trust. Borrower shall perform all of Borrower's obligations under paragraph 2 heretofore, then to interest payable on the Note, and then to the principal of the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under

and paragraphs 1 and 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

to Lender, if under paragraph 17 hereof the Property is sold or the Property is otherwise required by Lender, Lender shall apply, upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender at the time of

any amount necessary to make up the deficiency in one or more payments as and after may require.

not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender

repaid to Borrower or credited to Borrower on monthly installments of funds, unless such payment is made or any amount necessary to pay taxes, assessments, insurance premiums and ground rents as they fall due, so that excess shall be, at Borrower's option, either promptly

repaid to Borrower with the funds secured by this Mortgage, Lender shall pay to Lender any amount of the Funds held by Lender under a mortgage, dead or trust or other security agreement over this Mortgage, including Borrower's prior to the date

of the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the date secured by this Mortgage.

Funds and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for the sums Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the

Funds, Lender shall give interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the application of this Mortgage that interest in the Funds shall be paid to Borrower, and unless such agreement is made or

the Funds and applicable law permits Lender to make such a charge, Borrower and Lender pays Borrower interest on the Funds, and paying said account or deficiency and ground rent and bills, unless Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding and applying the

or pursuant to a federal or state agency (including Lender if Lender is such an institution), Lender shall apply the Funds to Borrower pays Fund, to Lender, to Lender, the Funds shall be held in an institution the depositor of which are insured

Borrower makes such pay as to the holder of a prior mortgage or dead or trust if such holder is an institutional lender.

reasonable estimates, it may, as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and insurance, if any, plus one-twelfth of yearly premiums installments for hazard insurance, plus one-twelfth of yearly premiums installments for mortgage, if any, plus

development assessments, if any) which may attain priority over this Mortgage and ground rents on the Note, plus (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit

Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum evidenced by the Note and late charges as provided in the Note.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness

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

recorded.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that

Borrower governs that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and forego the "Property."

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Joseph C. Mroczkowski (Seal)
JOSEPH C. MROCKOWSKI -Borrower
Dawn M. Rozek (Seal)
DAWN M. ROZEK -Borrower
(Seal)
-Borrower

County ss: *DU Page* (Sign Original Only)

STATE OF ILLINOIS,

I, *VIDA ZINKUS*

a Notary Public in and for said county and state do hereby certify that *JOSEPH C. MROCKOWSKI*

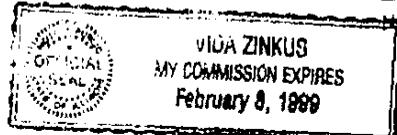
+ *DAWN M. ROZEK, his wife*

, personally known to me to be the same person(s) whose name(s) *ARE*
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *the ✓*
signed and delivered the said instrument as *THEIR* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th

day of *JUNE* 1996.

My Commission Expires:



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