

# UNOFFICIAL COPY

96812745

Prepared by: BOBBIE WNUK  
RECORD AND RETURN TO:  
MORTGAGE SQUARE INC.  
5618 W. MONTROSE  
CHICAGO, ILLINOIS 60634

DEPT-01 RECORDING \$33.00  
T00012 TRAN 2651 10/24/96 15:01:00  
66953 + CG \*-96-812745  
COOK COUNTY RECORDER

## MORTGAGE

Loan No. 09-1899518

33<sup>00</sup>  
M

THIS MORTGAGE ("Security Instrument") is given on September 27, 1996 . The mortgagor is KAZIMIERZ WLODKOWSKI and ELZBIETA WLODKOWSKI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MORTGAGE SQUARE INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 5618 W. MONTROSE, CHICAGO, ILLINOIS 60634

( "Lender"). Borrower owes Lender the principal sum of Ninety One Thousand Five Hundred and no/100----- Dollars (U.S. \$ 91,500.00 ). 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 October 1, 2011 . 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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

PIN 12-12-307-173  
which has the address of 7862 WEST LAWRENCE AVENUE, UNIT F NORRIDGE (Boro, City),  
Illinois 60656 (Zip Code) ("Property Address");  
ILLINOIS-SAFE FAMILY FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 8/90  
Amended 8/91  
WSP-08/91 (IL) 198031.01

BOX 333-CTI



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Borrower shall promptly disclose any issue which may affect his security interest in the property over which he has any part of the property is subject to a lease which may affect his security interest. If Lender determines that any part of the property is subject to a lease which may affect his security interest, or (c) occurs from the holder of the lease an agreement substantially to Lender notwithstanding the agreement of the lessee, or (d) debentures payable by the lessee in a manner acceptable to Lender; (e) contains in good faith the following to the payment of the obligation secured by the lease in a manner acceptable to Lender; (f) agrees in

If Borrower makes three payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

4. Changes: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property to the person or entity holding the title.

third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

3. Application of Penalties. Unless applicable law provides otherwise, all penalties received by Leasers under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums accrued 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 in a credit, against the sum accrued by

If the Funds held by Leader exceed the amount permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader exceeds the amount necessary to pay the Escrow items when due, Leader may so notify Borrower in writing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency in addition to the monthly payments, at Leader's sole discretion.

The Funds shall be held in an individual account maintained by a federal agency, institutionality, or including Leader, if Leader is such as individual Home Loan Bank. Leader shall apply the Funds to pay the (excluding items, Leader may not charge Borrower for holding and applying the Funds, usually notifying the Borrower of the amount to be paid to the Funds and applying the funds to make such verification the Borrow item, unless Leader pays for over payment before it is paid to the Funds and applying the funds to make such a charge. However, (Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless (s)he holds a valid certificate of title insurance or applicable law requires Leader to be paid. Leader shall not be required to pay Borrower any interest on the Funds until Leader has received payment of the principal amount due plus interest at the rate agreed upon between the parties. Leader shall give to Borrower, without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each deposit to the Funds was made. The Funds are pledged as additional security for all sums secured by the Security Instrument.

**Below items or otherwise in secondary or with applicable law.**

If any: (a) yearly or average balance premiums, if any; and (c) 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 "Balances". 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 may require for Borrower's second account under the federal Residential Mortgage Act of 1974 as amended from time to time. (See, "Residential Mortgages", section 2601 et seq., "RESPA"), unless otherwise law shall apply to the Funds in lesser amounts. At any time, all funds, collected and held Funds in an account not to exceed the lesser amount, Lender may estimate the needs due on the basis of current data and reasonable estimates of expenditures of future

2. Funds for taxes and insurance, subject to applicable law or to a written waiver by Landlord, borrowed under any loan or credit agreement, or provided under any lease or rental agreement, or by any other means, shall be paid to the Proprietor, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

principles of just inference and inference, classification and regression, probability and prediction, and the changes due under the Rule.

UNIFORM COVENANTS, BOUNDARY AND LEADER COVENANT AND CLERKS AS FOLLOWS:

**THIS SECURITY INSURANCE COMPANY UNDERTAKES TO COMPENSATE THE INSURED FOR DAMAGE WHICH HAS BEEN SUFFERED AS A RESULT OF THEFT OR VANDALISM.**

Grant and convey the Property and all the Property to unencumbered, except for encumbrances of record. Counterpart witness and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

LASTLY, ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all alterations, additions, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security.

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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.

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 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 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 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

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14. Notices. Any notice to Rotowear provided for in this Security Instrument shall be given by deliverying it or by mailing

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loans charges, and that law is finally interpreted so that the interest or other fees charged collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrowers which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this 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 payment to Lender.

12. Succession and Assigns Bound; Joint and Several Liability; Co-signers. The conventions and agreements of all  
Suehury Instruments shall bind and benefit the successors and assigns of Leader and Borrower, subject to the provisions of  
paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Beneficiary who co-signs this Security  
Instrument shall be liable for all amounts due under this Note, and Borrower, subject to the provisions of  
paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Beneficiary who co-signs this Security  
Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to endorse, garnish and convey that  
Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the amount  
secured by this Security Instrument; and (c) agrees that Leader and any other Borrower may agree to extend, modify, forfeit or  
make any accommodations with regard to the terms of this Security Instrument at the Note without the owner's consent.

11. Borrower Not Released; Furthermore, By Lender, Not A Waiver. Exteasions of the time for payment of the principal or modificalion of amortization of the sums borrowed by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower in interest. Lender shall not be required to release to any successor in interest of the original Borrower of Borrower's liability under this Security Instrument.

secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offered to make an award of settle a claim for damage, 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 of its option, either to restoration or repair of the Property or to the sum

In this event, at a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, whether or not the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security Instruments, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be held by the trustee before the taking, until such time as the trustee 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 immediately before the taking.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or taking of any part of this Property, or for conveyance in lieu of condemnation, shall be paid to Lender.

9. Inspection. Leader or in agent may make reasonable entries upon and inspections of the Property. Leader shall give Borrower notice at the time of or prior to an inspection specific reasons for the inspection.

obtain co-mortgage subordination equally as it relates to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender. In case of Borrower's failure to pay to Lender such amounts as may be due under this Agreement, Lender shall have the right to collect such amounts from the alternative mortgage insurer.

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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 (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 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure 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 B/90  
Page 8 of 8  
(Rev. 4-1991) (100-2121)

My Commission Expires May 14, 1998  
Notary Public, State of Illinois  
Ayesza Abd Martinuk  
"OFFICIAL SEAL"

My Commission Expires: <i>(Signature)</i>	
Given under my hand and official seal, this 27th day of September, 1996	
Attest and delivered the said instrument is, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same. I, personally known to me to be the same person who named(s)	
KAZIMIERZ WOLDKOWSKI and KLAUDIOWA WOLDKOWSKI, HUSBAND AND WIFE Notary Public in and for the County and State do hereby certify County of: <b>Kazimierz Woldkowski</b> -Borrower (Seal)	
STATE OF ILLINOIS, <b>Kazimierz Woldkowski</b> -Borrower (Seal)	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any ride(s) executed by Borrower and recorded with it.	
Kazimierz Woldkowski	
-Borrower (Seal)	

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this instrument, the cover sheet and addendum of this Security Instrument as if the rider(s) were a part of this Security instrument.
25. Rider(s) to this Security Instrument, if any other rider is recorded together with this instrument, the cover sheet and addendum of this Security Instrument as if the rider(s) were a part of this Security instrument.
26. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.
27. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument.
28. Indemnity. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to receive all amounts demanded and may require immediate payment in full of all sums or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all amounts non-extinctive of a default or any other deficiency of Borrower to accelerate and foreclose.
29. Non-Borrower of the right to remanage after acceleration and the right to assert in the foreclosure proceedings by this Security instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall terminate secured by this Security instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall terminate (d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;
30. Check applicable box(s).  
 Adjustable Ratio Rider  
 Graduated Payment Rider  
 Biweekly Payment Rider  
 Condominium Rider  
 Family Rider  
 Fixed Minimum Rider  
 Biweekly Pay Month Rider  
 Graduated Payment Rider  
 Balloon Rider  
 VA Rider  
 Other(s) [Specify] \_\_\_\_\_
- Witnessed:

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LOAN NO. 09-1899518

PARCEL 1: LOTS 17 AND 137 IN THE RESUBDIVISION OF BRICKMAN'S 2ND ADDITION TO LAWRENCE AVENUE HIGHLANDS SUBDIVISION BEING A RESUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 60 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF BRICKMANS 2ND ADDITION TO LAWRENCE AVE HIGHLANDS SUBDIVISION RECORDED AS DOCUMENT 17118830, PLAT OF RE-SUBDIVISION OF BRICKMANS 2ND ADDITION TO LAWRENCE AVE HIGHLANDS SUBDIVISION RECORDED AS DOCUMENT 17137486, DECLARATION RECORDED AS DOCUMENT 17102303 AND CAMELOT TOWNHOMES DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JANUARY 6, 1993 AS DOCUMENT 93010463 AND BY DEED RECORDED AS DOCUMENT NUMBER

16012794.

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