96814132 DEFT-OF RECORDING 140001 TRAN 6387 10/25/96 09+36+00 12957 1 RC #-96-814132 Matt To: COOK COUNTY RECORDER BOX 153 [Space Above This Line For Recording Data] ----MORTGAGE THIS MEDITE ("See it Instrument") is given on the morigagor is WASPALKNA KOMPERDA and WLADYSLAW KOMPERDA, har humband C'Borrowor"). This Security Instrument is given to PROSPECT FEDERAL. SAVINGS BANK which is organized and existing under the law of ENTED STATES OF AMERICA............, and whose address is 11139 S. HARLEM AVE., WORTH, 11. 63482-1801 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid cartier, due and payable on November 1, 2026 This Security

THE EAST 1/2 OF LOT 25 IN BLOCK 3 IN BARTLETT'S CHICAGO HIGHLANDS IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RAMER 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 inverest, advanced under paragraph I to protect the security of this Security Instrument; and (c) the performance of Horrower's coverages 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:

P.I.N. 19-20-111-048

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which has the address of	6018 W. 64TH PL.	CHICAGO (Cliy)
William Waller M. College	[Sireet]	(City)
Illinois	8 ("Property Address");	
52-2102050-7		
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Tool take With all the improvements how or hereafter elected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"

BURROWER COVERANTS that Borrower is lawfully seried of the entate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, gatept for encumbrances of record. Borrower warrants and will defend gaugeally the title to the Property against all claims and demands, subject to any encumbrances of second

Trus 513 upons Institution by combines uniform coverants for national use and non-uniform coverants with limited variation by lurisdiction to constitute a uniform security instrument covering real property

Unitorm Covenants. Horrower and Lender covenant and agree as follows:

- Payment of Principal and Interest; Prepayment and Late Charges, Bottower 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
- Funds for Tuxes and Insurance. Subject to applicable law of to a written wayer by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in tull, a sum ("Finds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a liet on the Property; (b) yearly leasehold payments or ground rents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, it any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in You of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold? ands in an amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's one ow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 or eq. ("RI:SPA"), unless another law that applies to the Funds sets a lesser amount. It so, Londer may, at my time, collect and hold Furth in an amount not to exceed the lesser attout. Lender towe estimate the amount of Funds Jue on the basis of current data and transcrabble estimates of expenditures of future Escrow licins of otherwise in accombance with applicable

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Londer, if Lender is such an institution) of in any Federal Home I can Bank. Lender shall apply the Funds to pay the Escrow Items Lender may not charge Borrower for holding and applying the Funds, aunually analyzing the escrow account, or verifying the Exerow Items, unless Lender pays Horrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a or e-time charge for an undependent real estate tax reporting service used 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 elegance any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Pands. Lender shall give to Borrower, without charge, an annual necounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sams secured by his Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shull account to Borrower for the excess Funds in accordance with the requirements of applicable law, I) the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Rems when due, Lender may so notify Borriwer in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up 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 single promptly retund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lander, pitch 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 soms secured by this Security Instrument.

- Application of Phyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts p (yab): uoder paragraph 2; third, to interest due; fourth, to principal due; and lust, to any lote charges due under the Note.
- Chargest Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any. Berrower shall pay these obligations in the minner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them of time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower 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 enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lander determines that any part of the Property is subject to a lien which may attain priority over 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.

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 appropriate which shall not be ILLINOIS—Single Family—Famile Mac/Freddle Mac UNIFORM INSTRUMENT

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unrensonably 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 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 teasible or Lender's security would be lassened, 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 Horrower 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 hall pass to Lender to the extent of the same secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, by servation, Maintenance and Protection of the Property: Horrower's Loan Application; Leantholds. Borrower shall occupy, este dry and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall commune to occupy the Property as Borrowor'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 withhold, 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 furleiture action or proceeding, whother givil or criminal, is bogun that in Lender's which faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of Londor's security interest. Borrower may care such a default and reinstate, as provided in paragraph 18, by counting the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's increst in the Property or other material impairment of the lion created by this Security Instrument or Lender's security interest. Bornewey shall also be in default if Borrower, during the loan application process, gave materially talse or inaccurate information or statemera, to Lender (or fatled 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 leave. If Borrower acquires fee title to the Property, the leave told and the fee title shall not merge unless Lander agrees to the merger in writing
- 7. Protection of Lender's Rights in the Property. If Borrower felis 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 enterce 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 fiew 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 in do. This paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional color of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a 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. Martgage Insurance. If Lender required mortgage insurance as a condition of making the toan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for fav-rosen, the mortgage insurance coverage required by Lender lapses or ceases to be in offect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to I onder each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by florrower 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 Lender required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Londer or its agent may make reasonable entries upon and inspections of the Property Londer shall give Borrower 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 Londer.

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In the event of a total taking of the Property, the proceeds shall be applied to the sams secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the taif 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 shall be reduced by the amount of the proceeds multiplied by the following (raction: (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. 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 taking, unless Borrower and Lender otherwise agree in writing or unless applicable has otherwise provides, the proceeds shall be applied to the sums secured 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 is, the 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, at its 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, any application of proceeds to principal shall not extend or postpone the due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Burrower for Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum; secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the l'ability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify smortization of the samu accured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender is exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns tound: Joint and Several Unbility: Co-signers. The covenants and agreements of this Security Instrument shall find and benefit the success as and assigns of Lender and Botrower, subject to the provisions of paragraph 17 Borrower's covenants and agreements shall be point and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (at is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Emperty under the turns of this Security Instrument (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that I ender and any other Portions in may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the riote without that Borrower's consent
- (3) Lann Charges. It the loan secured by this Security locacinest is subject to a low 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 loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount secessary to reduce the charge to the permitted limit; and (b) any sums already collected from Botrower which exceeded permitted home, will be returned to Botrower. I ender may choose to make this refund by reducing the principal owed under the Note in by making a direct payment to Botrower. If a refund reduces principal, the reduction will be treated as a partial prepayment will or, any prepayment charge under the Note.
- 14. Notices. Any notice to Horrower provided for in this Security Instrument shell be given by delivering it or by mailing it by thist class intil 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 must to be chosen's address stands beginned to have been given to Borrower or Lender when given as provided in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this parset, of
- 15. Governing Lawi Severability. This Security Instrument shall be governed by federal law and the how of the production 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. In this end the provisions of this Security Instrument and the Note are are lared to be severable.
  - 16. Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security testrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in it is said or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londer'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.

M.— If Lender exercises this option, Lender shall give Borrower antice 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 of Instrument. If Borrower fails to pay these sums prior to the expiration of this period, I ender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

The Borrowee'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 pecify 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) cores any default of any other covenants or agreements; (c) pays all expenses accurred in enforcing this Security Instrument, including, but not liqued to, reasonable

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Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue anchanged. 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 precaptly 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 Hazardons 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 accessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in the paragraph 20, "layardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flummable or toxic petroleum producis, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehydo, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal hand laws of the jurisdiction where the Property is located that relate to bruith, safety or environmental protection.

Non-Uniform Covenants, Borrower and Leader further covenant and agree as follows:

2). Acceleration: Remedies. Lender shall give ratice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (hat not prior to acceleration under paragraph 17 unless applicable the provides otherwise). The notice shall specify: (a) the actualt; (b) the action required to cure the default; (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 (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sams secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of florrower 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 sams secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in parating the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

32. Release, Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument

without charge to Borrower. Horrower shall pay any recordation costs.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(ex)]

	Adjustable Rate Rider	Condominium Ridor	C)	1-4 Family Milder
Ü	Ciradiated Paymoni Ridor	Planned Unit Development Rider		Diwockly Payment Rider
	Bultoon Rider	Rate Improvement Rider		Second Home Rider
13	Othor(s) [specify]			

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By Storing Below, Borrower occepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witness: {Space Below This- Line For Acknowledgement} ILLINOIS STATE OF Cook COUNTY OF the undersigned ., a Notary Public in and for said county and state, do hereby certify that MAGDALENA KOMPEKAN AND WLADYSLAW KOMPERDA, her husband personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed arise, and acknowledged said instrument to be....their, free and voluntary act Witness my hand and official scal this. My Commission Expires: OFFICIAL SEAL
THADDEUS IS, KOWALCZYK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION LXPIRES 4-10-07 This instrument was prepared by .... PROSPECT FEDERAL SAVINGS BANK. 41771 11139 S. HARLEM AVE., WORTH, IL. 60482-1801

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ilent's Office