N RECORDED MAIL TO: One Financial Services, Inc. Highland Ave Suite 105 BOX 697 bard IL 60148-0697

A 555	58 909 18pace	
MAL TO	→ BOX 352	

THIS MORTGAGE ("Security Instrument") is RONALO MICHALEK AND PHYLLIS HUSBAND AND WIFE 3647 LOMB This Security Instrument is g whose address is organized and existing under the laws of the Stat ("Bottower"). 2500 Highland Ave Suite 105 owes Lender the principal sum of ______. This d 91,752.58 monthly p provides for (ប ន. \$.___ This Se which ("Note"). 05/01/2006/ Note, with interest, and all renewals, extension advanced under paragraph ? to protect the sec and agreements under this Security Instrument to Lender the following described property loc

See attached for legal description

which has the address of 3647 LOMBARD ("Property Address");

TOGETHER WITH all the improvementations now or hereafter a part of the provental of the foregoing is referred to in this Security and that Bourn and convey the Property and that the will defend generally the title to the Property and that the THIS SECURITY INSTRUMENT variations by jurisdiction to constitute a uniformal content.

1. Payment of Principal and Interof and interest on the debt evidenced by

2. Funds for Taxes and Insurance on the day monthly payments are due assessments which may attain priority ground rents on the Property, if any; any; (e) yearly mortgage insurance pays.

ILLINOIS - Single Family - Famile N

UNOFFICIAL CC

FNMA/FHLMC MORTGAGE (Continued)

Loan No 00001707493

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow tiems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related Page 2 of 6 morigage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets B lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the '-sser amount. Lender may estimate the amount of Funds due on the basis of current data ard reasonable estimates of expenditures of future Escrew Items or

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Becrow liems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Finds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in conjection with this loan, unless applicable law provides otherwise. Unless an agreement is made or asympable law requires interest to be paid. Lender shall not be required to pay Eorrower any interest or earnings on the Funds. Eurrower and Lender may agree it writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting 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 sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of poplicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items water fac. Lender fnay so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly

Upon payment in full of all sums secured by this 5 curity 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 equicition or tale as a credit against the sums secured by this

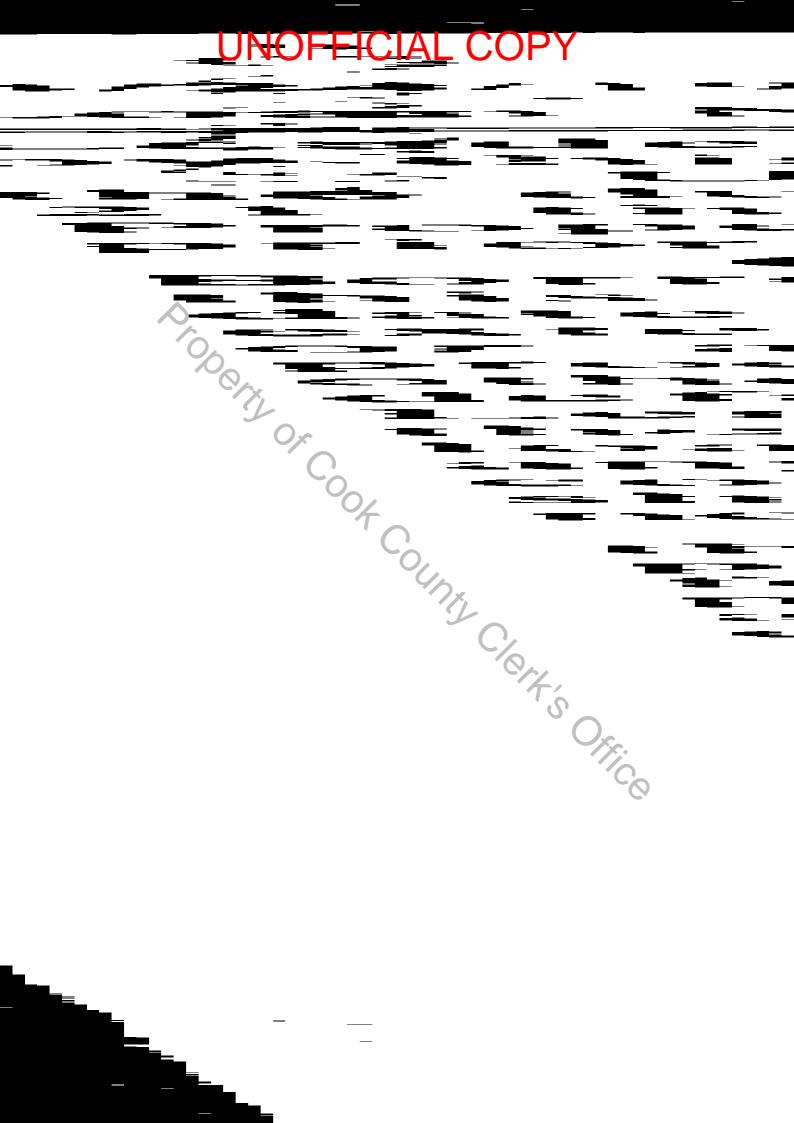
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note-
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fires and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold layments of ground tep 3 if any: Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be part under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the 1 syments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrover: (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 Sec. 10 lastrument. If Lender 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. Berrower 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 p omptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prempt 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 of repair is economically feasible and Lander's security is not lessened. If the restoration of 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 Properly, or does not answer within 30 days a notice from Lender that the assurance carrier has offered to settle a claim, then



04/24/1996

Loan No 00001707493

FNMA/FHLMC MORTGAGE (Continued)

. Page 4-of 6

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 law 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 if, after notice by Lender to Borrower that the condemnor offers to make an award or settle 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

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 charge the amount of such payments.

- 11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower's successors in interest. Lender shall not be required to commence proceedings agranst any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lenger in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right
- 12. Successors and Assigns Bound, Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Len ler and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be cont and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security fustrument only to mortgage, grant and convey that Porrower's interest in the Property under the terms of this Security Instrument: (b) is not personally obligated to pay the sums secured by this Security Instrument; and (e) agrees that Lender and any other Borrower may a tree to extend, modify, forbear or to ke any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loar charges collected or to be collected in connection with the idean 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 sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the 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 prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it hy first class mail 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 mail to 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. Horrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instantant.
- 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

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 Relustate. 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 vould be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other ovenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, casonable attorneys' fees: and (d) takes such action Lender may reasonably require to assure that the lien of this Security strument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall

FNMA/FHLMC MORTGAGE (Continued)

Evan No 00001707493

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security paragraph 17. Instrument) may be sold one or more times without prior notice to Borrower. A saie 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 Sylvatances. 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 Auxardous 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 of private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Porrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardov. 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 pubestos 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 furious 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 (out not price to acceleration under paragraph 17 unless applicable iaw provides otherwise). The notice shall specify: (a) the default; (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 a celeration of the sums 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 processing the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or Arfore the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be cuttled to collect all expenses incurred in purshing the remedies provided in this paragraph 21, including, but not limited to reasonable attorneys' fees
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument und costs of title evidence. without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Funds for Taxes and Insurance. Paragraph 2 of this Security Instrument relating to Funds for Taxes and Insurance is
- 25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this : waived. 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.



04/24/1996

UNOFFICIAL COPY FNMA/FHLMC MORTGAGE (Continued)

Loan No 00001707493

, Page 6 of 6

[Check applicable box(es)]		
Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) {specify}	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower acc	epts and agrees to the terms and covenants of	ontained in this Security Instrument and in
any fluct(s) executed by Borrower and	recorded with it.	
Witnesses: Sothy A hac	A RONALD	efa meholek MICHALEK (Seal)
0	ROWALD	-Borrower
	Physical	lie michalite
	PHYLLIS	MICHALEK (Seal) -Borcower
	OUDY,	(Seal) -Borrower
		(Seal) -Horrower
STATE OF ILLINOIS,	ri Page	Councy ss:
	IALEK AND PHYLLIS MICHALEK	blic in and for said county and state do hereby
personally known to me to be the same day in person, and acknowledged that I for the uses and purposes therein set for	ne/she/they signed and delivered the said in:	foregoing instrument, appeared before me this strument as his/her/their free and voluntary ac
	d seal, this <u>321</u> day of < <u>bo</u> r 1	. 1956.
Pry Commussion Expires: 13 14	100 talis	Cos & Gaven
		Notary Public
his instrument was prepared by: KRIS		ICIAL SEAL

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 03/14/60

LEGAL DESCRIPTION FOR 3647 SOUTH LOMBARD CICERO, IL 60650

LOTS 5 AND 6 IN THE SUBDIVISION OF LOT 16 IN JONES' SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 16-32-312-009 AND 16-32-312-010

9632025

Property of Coot County Clert's Office

9632025