

UNOFFICIAL COPY

Permanent Index Number: 16-17-122-008

96397581

Prepared by:
Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

DEPT-01 RECORDING \$31.50
T#00111 TRAN 1723 05/24/96 14142100
41570 + RV --96-397581
COOK COUNTY RECORDER

16T42404 283
Loan No: 08572063
Borrower: ANTHONY STANKIEWICZ JR.

(Space Above This Line For Recording Data)

Data ID: 612

MORTGAGE

3150
JN

THIS MORTGAGE ("Security instrument") is given on the 16th day of May, 1996.

The mortgagor is ANTHONY STANKIEWICZ JR. AND ELBA STANKIEWICZ, HUSBAND AND WIFE
("Borrower").

This Security Instrument is given to GRANT MORTGAGE SERVICES, INC., A CORPORATION, which is organized and existing under the laws of the State of , and whose address is TWO WESTBROOK CORP. CENTER, #100, WESTCHESTER, IL 60154

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND and NO/100----Dollars (U.S. \$ 120,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 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:

THE NORTH 32 1/2 FEET OF LOT 19 AND LOT 20 (EXCEPT THE NORTH 17 1/2 FEET THEREOF) IN BLOCK 4 IN CHARLES H. WARD'S SUBDIVISION OF BLOCKS 1, 4 AND 5 OF J.B. HOBBS' SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTH- WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

96397581

which has the address of 720 SOUTH LYMAN AVENUE,

Illinois

60114
(Zip Code)

(Street)

OAK PARK,
(City)
("Property Address");

UNOFFICIAL COPY

4. Changes: Item. Borrower shall pay all taxes, assessments, charges, fines and impositions which relate to the property which may directly over the Securitization instrument, and leasehold payments or profound rents, if any.

agencies; the arms secured by Mr Secretary Pittamonti.

Upon payment in full of all sums secured 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 liquidation or sale of the property, shall apply any funds held by Lender at the time of acquisition or sale as a credit.

"If the Friends held by Lender exceeded the amount permitted to be held by applicable law, Lender shall return to us immediately according to the terms and conditions of this Note."

The Funds shall be held in an investment which depends upon what is appropriated by a federal agency, institutionally, or entity (including Leander, if Leander is such an entity) or by any Federal Home Loan Bank. Leander shall supply the funds to play the role of a creditor for the benefit of Leander, Leander may not claim Borrows for its lending and supplying the funds, unless it is supplied by a creditor to the Funds. Leander shall be held in the same manner as the Funds, and the purpose for which each loan to the Funds was made. The Funds are intended to be used on the Funds, Leander shall have to Borrows, which is an annual accounting of the Funds, showing the amount paid over any interest or earnings on the Funds. Borrower and Leander may agree in writing, however, that interest is payable quarterly. Unless an application is made of applicable law, creditors interested to be paid, Leander shall not be required to obtain a writ of garnishment from Leander to recover any receivable used by Leander in connection with loans, unless applicable law provides otherwise. Leander is an organization incorporated to be paid, Leander shall not be required to pay any debts or obligations, unless Leander is unable to pay its debts or obligations. However, Leander may require Borrows to pay its one-time charge for a unique service to a third party. Leander is a creditor to Borrows, Leander may require Borrows to pay its one-time charge for a unique service to a third party. Leander is a creditor to Borrows, Leander may require Borrows to pay its one-time charge for a unique service to a third party. Leander is a creditor to Borrows, Leander may require Borrows to pay its one-time charge for a unique service to a third party.

1. **Polymer of Electrospun and Layered Prepolymer and Lactate Chitosan.** Polymerization with poly(chitosan) of undiluted prepolymer and lactate chitosan was carried out by the NCO and NDI prepolymer and lactate chitosan ratio of 1:1. The prepolymer was polymerized at 50 °C for 24 h under nitrogen atmosphere. The prepolymer was then dissolved in DMF and dialyzed against water overnight. The prepolymer was then freeze-dried to obtain the polymer.
2. **Fundus for Take and Tissue Culture.** Surface to surface contact of fundus with the polymer was carried out by the NCO and NDI prepolymer and lactate chitosan ratio of 1:1. The prepolymer was polymerized at 50 °C for 24 h under nitrogen atmosphere. The prepolymer was then dissolved in DMF and dialyzed against water overnight. The prepolymer was then freeze-dried to obtain the polymer.

This Specification contains material combining uniform codes covering fire and water damage control with universal code provisions.

ROBUSTNESS OF CVALIANS WITH BONWELLER R-NORMING *Based on a study of the same category of variables as in the previous section, this study shows that the robustness of CVALIANS with Bonweller r-norming is comparable to that of CVALIANS with r-norming.*

TO SECURITY WITH ALL THE IMPROVEMENTS NOW OR HERETOFER RECEIVED ON THIS PROPERTY, AND AN APPROPRIATE AND DURABLE HOME OF YOUR OWN.

UNOFFICIAL COPY

Loan No: 08572063

Data ID: 612

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 2, the Property is required 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 enjoin 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 obtain coverage substantially equivalent 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 alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower 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,

UNOFFICIAL COPY

15. Governing Law - Severability. This Security Instrument shall be governed by the federal law and the law of the State in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the confidential provision. To the end the provisions of this Security Instrument and Note contained within applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

16. Notice provided for in this paragraph. Any notice given to Lender to Borrower or to Lender when given notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given notice provided for in this Security Instrument shall be deemed to have been given to Lender by Borrower. Any notice made to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice made to Lender or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by Proprietary Address or any other address Borrower method. The notice shall be delivered to the mailing it by first class mail unless applicable law requires otherwise than set forth in this Security Instrument or by mailing it by facsimile or electronic mail if so agreed by Borrower and Lender.

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or as a partial prepayment without any prepayment charge under the Note. Under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the recipient will be entitled to receive the amount so received to the permitted limit; and (b) any sums already collected from Borrower which exceed the amount necessary to reduce the permitted limit, then: (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted amount, then: (a) the interest loan charge shall be collected to the extent charged, and then loan is fully paid off otherwise instrument is subject to a law which sets maximum charges. If the loan secured by this Security Instrument is subject to a law which sets maximum charges, then the loan secured by this Security Instrument shall be given by Borrower.

18. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum charges, then the loan secured by this Security Instrument shall be given by Borrower. If the note without that Borrower's consent.

Notice to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the obligation to pay the sums secured by this Security Instrument; and (c) agree to a loan under and any other Borrower may permit him to do so by the Proprietary interest in the terms of this Security Instrument; (b) is not permanently granted and convey that Borrower's interest in the Note: (a) to collect this Security Instrument only to mitigate, signs this Security Instrument but does not execute the Note: (a) to collect this Security Instrument only to mitigate, provisions of paragraph 17. Borrower's covenants and agreements of Lender and Borrower, subject to the of this Security Instrument shall bind and benefit the successor and assigns of Lender and Borrower, subject to the terms of this Security Instrument and Assigns Bound; Joint and Several Liability; Co-signer. The covenants and agreements remedy shall not be a waiver of or preclude the exercise of any right or remedy.

19. Successors and Assigns Bound; Joint and Several Liability; Co-signer. The covenants and agreements by the original Borrower's successors in interest. Any obligation by Lender in exercising any right or payment of otherwise modify amortization of the sum secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest of Borrower or Lender of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest, liquidation of embezzlement of the sums secured by this Security Instrument granted by Lender to any successor in remedied not be a waiver of or preclude the exercise of any right or remedy.

20. Borrower Not Release; Future Note & Waiver. Extension of the time for payment of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed proportionate to the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Proportionately to the sums secured by this Security Instrument, whether or not the note is given, Lender is authorized to collect and apply the proceeds, at its option, either to reduction of unpaid interest or to make an award or settle a claim for damages, or, if after notice by Lender to Borrower that the condenser offers whether or not the sums due.

If the Proprietary is awarded by Borrower, or, if, after notice by Lender to Borrower that the condenser offers unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument amount of the sums awarded immediately before the taking, unless Borrower and Lender otherwise agree in writing or value of the Property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking, the fair market value of the sums secured immediately before the taking, divided by (b) the fair market value in writing, the sums accrued by the Security Instrument shall be deducted by the amount of the proceeds withheld by the fair market value of the Property immediately before the taking, unless Borrower and Lender to or greater than the amount of the instrument, whichever of the two is less. In the event of a partial taking of the Property in writing, the fair market value of the Security Instrument shall be deducted by the amount of the proceeds withheld by the fair market value of the Property immediately before the taking, unless Borrower and Lender to or greater than the amount of the instrument, whichever of the two is less. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instrument of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security Instrument until be paid to Lender.

21. Condemnation. The proceeds of any part of the Property, or for convenience in law or communication with any condemned portion of other taking, unless Borrower and Lender to or greater than the amount of the instrument, whichever of the two is less.

22. Impairment. Lender or its agent may make reasonable entries upon and inspect instruments of the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection, in writing, any written agreement between Borrower and Lender or applicable law, by Lender again become available and is obtained. Borrower shall fully pay the amounts necessary to maintain mortgagor insurance funds in accordance with effective, or to provide it less rarely, until the requirement for mortgage insurance ends in accordance with by Lender again become available and is obtained. Borrower shall fully pay the amounts necessary to maintain mortgagor insurance funds in accordance with the period that Lender requires.

UNOFFICIAL COPY

NON-UNIFORM COVARIANTS. Drotweller and Lunder [1977] further examined and refine the notion

„**It is indeed true that the majority of the population of the United States is of English descent.**” says George Washington in his “Farewell Address” to the American people.

19. **Table of Notes** (**Chancery of London Secretary**, The Note or a particular interest in the Note (officer) with this Secularly instrument) may be read as far more time without prior notice to Borrower. A note may result in a change in the entry (known as the "London Secretary") from collateral security primarily payable under the Note and the Securitily in the entry (known as the "London Secretary") from collateral security primarily payable under the Note and the Securitily instrument. There also may be one or more changes of the London Secretary, Borrower may offer his/her services will fully satisfy the Note or a particular interest in the Note (officer) with this Secularly instrument.

18. **Horrioneer's Right to Remuneration.** If Horrioneer made certain contributions to the project to which he was entitled, he would be entitled to receive payment for his services. The amount of payment would depend on the nature and extent of his contributions. For example, if he provided significant financial support, he would be entitled to a larger share of the profits than if he only provided technical advice or assistance. The payment would also take into account any expenses incurred by him in carrying out his contributions.

If I consider exceptions to this option, I consider three possibilities. The negative effect of information on Borrower's welfare will be fully or partially offset by the fact that he will receive more information about his loan.

Intercall in it is sold or licensed (or if it is held by another) in Borrower's name (including without limitation, its name, address, telephone number, fax number, email address, and social security number), and may not be used for any other purpose.

16. Borrower's Copy. Borrower shall be given one conformited copy of the Note and of this Security Instrument.
17. Transferor of the Property or a Heirloom Intestate in Borrower. If all of the heirs have died or the Property of the

UNOFFICIAL COPY

Loan No: 08572063

Data ID: 612

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

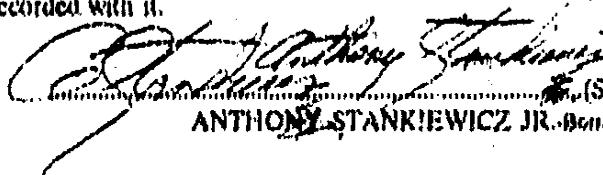
24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other(s) (specify)

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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


.....(Seal)
ANTHONY STANKIEWICZ JR. Borrower

Elobo.....Elba Stankiewicz.....(Seal)
ELBA STANKIEWICZ Borrower

.....(Seal)
Borrower

.....(Seal)
Borrower

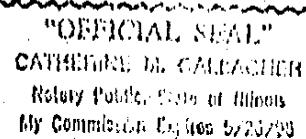
(Space Below This Line For Acknowledgment)

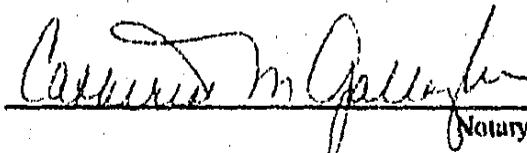
State of ILLINOIS

County of DuPage

The foregoing instrument was acknowledged before me this 16th day of May, 1996, by

ANTHONY STANKIEWICZ JR. AND ELBA STANKIEWICZ, h/w




Catherine M. Gallagher
Notary Public

My commission expires: 5/26/96

(Printed Name)