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4279/0037 20 001 1997-11-24 11:05:27

Cook County Recorder

31.50

WHEN RECORDED MAIL TO

Plaza Bank
4970 South Archer Avenue
Chicago, Illinois 60632

Loan Number : 110000117

MAIL TO

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 14, 1997
The mortgagor is Wojciech Lysinski and Maria Lysinski, his wife

("Borrower"). This Security Instrument is given to

Plaza Bank
which is organized and existing under the laws of Illinois
4970 South Archer Ave., Chicago, Illinois 60632 , and whose address is

FIFTY-FIVE THOUSAND DOLLARS AND 00/100 ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S.\$ 55,000.00). 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 December 01, 2012 . 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

Illinois, COOK County, Illinois:

LOT 14 IN SMITH AND HILL'S PARK RIDGE MANOR UNIT 2, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE WEST 217 FEET, MEASURED ON THE NORTH AND SOUTH LINES THEREOF) IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN# 09-22-113-013 VOL.91

which has the address of 1540 Tyrell Avenue
[Street]

PARK RIDGE
[City]

Illinois 60068 ("Property Address");
[Zip Code]

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

Eastern
Software ITEM 1876 (9012)

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5. **Hazard or Property Insurance.** Borrower shall keep the term "extended coverage" and any other hazards, including floods or flooding, for which Lender may require reapplication insurance. This insurance shall be maintained in the amounts and for the periods that Lender insures against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or

more of the actions set forth above within 10 days of the paying of notice.

this Security instrument, Lender may give Borrower a notice demanding the term "extended coverage" shall satisfy the lien or this Security instrument, if Lender determines that any part of the Property is subject to a lien which may attach partially over this Security instrument or (e) securer from the holder of the instrument substantially to Lender's satisfaction to the lien to

any, or defenses against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payee of the payment over the instrument unless Lender's name appears in good faith the lien by, or defenses against enforcement of the instrument unless Lender's name appears in the instrument unless Borrower shall promptly pay the lien in a manner acceptable to Lender (b) contains in good faith the lien

Borrower shall promptly discontinue secured by the instrument unless Borrower (a) agrees in

Borrower makes the same payments directly to Lender regarding the payments.

person avoid payment. Borrower shall promptly furnish to be paid under this purgation. If any Borrower fails to make payments in the manner provided in paragraph 2, or it not paid in full manner, Borrower shall pay them on time directly to the obligator in this Security instrument, and thereafter paid payments or rents, if any, Borrower shall pay these which may attach directly over this Security instrument, and subsequently payments attributable to the Property

4. **Chattels.** Lender, Borrower shall pay all taxes, assessments, charges, expenses and impossibilities attributable to the Property, to interest due; fourth, to principal due; and last, to any late charges due under the note.

and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2 and third, to Lender under paragraph 1.

3. **Application of Payments.** Unless otherwise otherwise, all payments received by Lender under paragraph 2

Securitization instruments.

Property, shall apply any funds held by Lender at the time of negotiation or sale as a credit against the sums secured by this held by Lender. It, under paragraph 2, Lender shall negotiate or sell the Property, Lender, prior to the adjudication of sale of any Funds

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds

secured payments, in Lender's sole discretion.

pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve days sufficient funds in accordance with the requirements of application law.

If the Funds held by Lender exceed the amounts permitted to be used by applicable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all uses secured by this Security instrument.

annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, any

revenues intended to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and

Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law

however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by the Esrow items, unless Lender may require Borrower to pay the Funds and applicable law permits Lender to make such a charge.

the Esrow items, Lender may not charge Borrower for holding and applying the Funds, annually liquidating the escrow account, or vesting

items. Lender may not touch an instrument, in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

Lender, if Lender is touch an instrument, in any Federal Home Loan Bank, Lender shall accountability, or entity (including

The Funds shall be held in accordance with applicable law.

or otherwise in accordance with applicable law.

estimate the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future Esrow items lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may

1974 as amended from time to time, 12 U.S.C. § 260 et seq. ("RESPA"), unless otherwise law that applies to the Funds sets a related mortgage loan, may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally provided items of payment, 8, in lieu of the payment of mortgage insurance premiums. These items are called "Esrow items,"

unless (e) clearly payable insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the

or ground rents on the Property, if any (g) yearly liability or property insurance premiums (d) yearly flood insurance premiums, if

and assessments which may ultimately pass over this Security instrument as a lien on the Property, from (a) yearly leasehold payments

Lender on the duly monthly payments are due under the Note, until the Note is paid in full, a sum (Funds), from (a) yearly taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Preparation and Late Charges.** Borrower shall promptly pay when due the principal

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

variations by substitution to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited

deemed generally to the title to the Property against all claimants and debtors, subject to any酣amp;lt;nes of record.

convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will

all of the foregoing is referred to in this Security instrument as the "Property."

fixtures now or hereafter a part of the Property. All improvements for national use and non-uniform covenants with limited

BORROWER COVENANTS that borrower is lawfully seated of the entire hereby conveyed and has the right to grant and

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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; Leashholds. 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 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, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums 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. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 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 of claim for damages, direct or consequential, in connection with any

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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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums 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 fair 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument 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. 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 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 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 date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make 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 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 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 by 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. 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 Reinstatute. 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

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21. Acceleration of Remedies. Borrower shall give notice to Borrower prior to acceleration following Borrower's breach of any provision of this Agreement. The notice shall state (a) the date specified (b) the action required to cure the deficiency (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the deficiency must be cured; and (d) that failure to cure the deficiency on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument.

22. Reliance. Lender shall rely on any representation made by Borrower in this instrument, Lender shall release this Security Interest without charge to Borrower, Borrower shall pay any reasonable expenses incurred by Lender in this instrument, and Lender shall pay all costs of enforcement in the Property.

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

NON-UNIFORM GOVERNANTS. Borrower and Lender further agree that under no circumstances shall either party be liable to the other for any damages, losses, expenses or costs arising out of or resulting from the non-enforcement of any provision of this Agreement by any court or other authority.

20. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances except as expressly approved by applicable law.

19. Style of Notes Clauses of Loan Deed, The Note or a partial interest in the Note (together with this Security instrument) may be worded one of more times without prior notice to Borrower. A note may read as in the clause in the entity (known as the "Loan Servicer") that collects monthly payments due the Note and this Security instrument. There also may be one or more "Loan Servicer" and the Note and this Security instrument may be worded as in the Note and this Security instrument.

especially for real estate) before any power of sale contained in the Property instrument to any holder of the Security interest in the real estate or in the leasehold interest in the Security instrument, unless such holder has given notice of his right to exercise such power to the lessee or to the lessor.

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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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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.

Witnesses:

Wojeiech Lysinski (Seal)
Wojeiech Lysinski -Borrower

Maria Lysinski (Seal)
Maria Lysinski -Borrower

STATE OF ILLINOIS,

I, the undersigned
do hereby certify that Wojeiech Lysinski and Maria Lysinski, his wife

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

Given under my hand and official seal, this

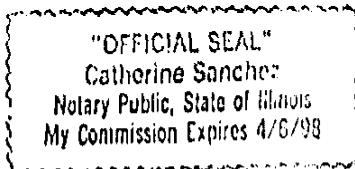
144th day of November 1997

My Commission expires:

Catherine Sanchez Notary Public

This instrument was prepared by

Plaza Bank
(Name)
6970 South Archer Avenue
(Address)
Chicago, Illinois 60632



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