### UNOFFICIAL COPY10259 Language

orbinski i krijet 1960 die 186 das 1400 George Valender

_ , _ ,					
Service Corp Mortgage 1807 W. Diehl Rd.					
Naperville, IL 60563					
Attn: Nade) J. Gemkow					
Lean No: 945320-MC	TC				
	·	[Space Above This Line Fo	r Recording Data]		<del></del>
	5	Mortga	GE		1
THIS MORTGAGE (	"Georgity Inst	rument") is given on	November 20		_ ,
19 97 . The mortgage	or is A hon	H. Gorski, divorced & not			_
dotorois Employees Credit	Unine its			s given to , which is organized and exi	- Nina
	linois	JO CCESUTA GINI/OT BESTATIS			~- vini8
1205 East Algonquin Re	oad, Schaumb	ourg, L 6/196	<del></del>	("Londer	*).
Borrower owes Lender th	e principal su	im of Sixty Thousand Dollars (3.5. \$ 60,0	Dollars and no/100	is evidenced by Borrower's n	-
secures to Lender: (a) the modifications of the Note security of this Security Ir	repayment of; (b) the paym	the debt evidenced by the nent of all other sums, with d (c) the performance of B	Note, with interest, and all interest, advanced under p renower's covenants and ag	aragraph 7 to protect the reements under this Security	int
secures to Lender: (a) the modifications of the Note security of this Security Ir	repayment of ; (b) the paym nstrument; and For this purp	the debt evidenced by the nent of all other sums, with d (c) the performance of B lose, Borrower does hereby	Note, with interest, and all interest, advanced under p	I renewals, extensions and saragraph 7 to protect the reements under this Security	ent
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note. described property located	repayment of; (b) the payment; and For this purp in Cod	the debt evidenced by the nent of all other sums, with d (c) the performance of B lose, Borrower does hereby	Note, with interest, and all interest, advanced under promer's covenants and ago too the age, grant and convergage, grant and convergage,	I renewals, extensions and saragraph 7 to protect the reements under this Security	ent
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note.	repayment of; (b) the payment; and For this purp in Cod	the debt evidenced by the nent of all other sums, with d (c) the performance of B lose, Borrower does hereby	Note, with interest, and all interest, advanced under promer's covenants and ago too the age, grant and convergage, grant and convergage,	I renewals, extensions and saragraph 7 to protect the reements under this Security	ent
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note. described property located	repayment of; (b) the payment; and For this purp in Cod	the debt evidenced by the nent of all other sums, with d (c) the performance of B lose, Borrower does hereby	Note, with interest, and all interest, advanced under promer's covenants and ago too the age, grant and convergage, grant and convergage,	I renewals, extensions and saragraph 7 to protect the reements under this Security	ent
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note. described property located	repayment of; (b) the payment; and For this purp in Cod	the debt evidenced by the nent of all other sums, with d (c) the performance of B lose, Borrower does hereby	Note, with interest, and all interest, advanced under proceer's covenants and agriculture, proceeding, prant and convenity, Parois:	I renewals, extensions and saragraph 7 to protect the reements under this Security ey to Lender the following	ent
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note. described property located See attached legal description.	repayment of; (b) the payment; and For this purp in Coc	the debt evidenced by the nent of all other sums, with d (c) the performance of Biose, Borrower does hereby ok Con	Note, with interest, and all interest, advanced under proceer's covenants and agriculture, proceeding, prant and convenity, Parois:	I renewals, extensions and saragraph 7 to protect the reements under this Security	eni
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note. described property located See attached legal description.	repayment of; (b) the payment; and For this purp in Coc	the debt evidenced by the nent of all other sums, with d (c) the performance of B lose, Borrower does hereby	Note, with interest, and all interest, advanced under proceer's covenants and agriculture, proceeding, prant and convenity, Parois:	I renewals, extensions and saragraph 7 to protect the reements under this Security ey to Lender the following	eni
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note. described property located See attached legal description.	repayment of; (b) the payment; and For this purp in Cook	the debt evidenced by the nent of all other sums, with d (c) the performance of Boose, Borrower does hereby ok Con	Note, with interest, and all interest, advanced under par mower's covenants and agree increase, grant and convenity, Phrois:	I renewals, extensions and saragraph 7 to protect the reements under this Security ey to Lender the following	eni ,
secures to Lender: (a) the modifications of the Note security of this Security Ir Instrument and the Note. described property located See attached legal description.	repayment of; (b) the payment; and For this purp in Cook	the debt evidenced by the nent of all other sums, with d (c) the performance of Biose, Borrower does hereby ok Cou	Note, with interest, and all interest, advanced under proceed and agree in order age, grant and conventy, Phrois:  ATTO  Mount	I renewals, extensions and saragraph 7 to protect the reements under this Security ey to Lender the following	ent ,

UNOFFICIAL COPY 10259.

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges.

  Borrower 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.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a linder for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the terser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institute n 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 Escrow Items. Lender may not charge Berrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds 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 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 Borrower any interest or earnings on the Funds. Borrower, and Lender may agree in 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 leb t to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrumen'.

If the Funds held by Lender exceed the amounts permitted to be held of applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may 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 payments, at the Lender's sole direction.

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 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 sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to anounts 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, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, 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 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 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. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on

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 Sorrower 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 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; Borrower shall occupy, estroith, and use the Property as Borrower's principal residence within sixty Leaseholds. 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 occupincy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating cir unstances 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 care 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 perfor a 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 tien 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 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 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 of erwise 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 about a ned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle 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 payment; referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance Ev 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.
- 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 aris 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 coite and 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.

UNOFFICIAL COPY 10259 For the

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 Benefecial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") and 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 a 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 con air any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the P operty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, othe mammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following. Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law 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 acceleration 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 proceeding the non-existence of a default or any other defense of Borrower 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 sums 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 pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Proberty of Cook County Clark's Office

# UNOFFICIAL COP 10259 form to 36 100 Upon payment of all sums secured by this Security Instrument, Lender shall release this without charge to Borrower. Borrower shall pay any recordation costs.

22. Release.

23. Waiver of Homestead. Bo		right of homestead exemption	in the Property.	
24. Riders to this Security Instrum- together with this Security Instrument, the shall amend and supplement the covenants this Security Instrument.	nent. If one	or more riders are executed by lareements of each such rider sha	Borrower and recorded and be incorporated into an	d
[Check applicable box(es)]				
🛽 Adjustable Rate Rider	Condo     Condo	ominium Rider	🛘 1 -4 Family Ric	der
Graduated Payment Rider	☐ Planne	ed Unit Development Rider	Biweekly Paym	ent Rider
Balloon Rider	Rate 1	mprovement Rider	Second Home F	Rider
Other(s) [Specify]				
BY SIGNING BELOW, Borrower at Instrument and in any rider(s) executed by	ccepts and agrees Borrower and re	to the terms and covenants conte corded with it.	nined in this Security	
Witnesses:			1	
Q <sub>r</sub>		Seithann	Monda	(Seal)
	· · · · · · · · · · · · · · · · · · ·	Anthony H. Gorski		-Borrower
0	) e			
		g has yet — had see to suppose whole you is determined at 2 ps. on a section with the or bell	. Najaranda ang anda kan dalama dalama dalama kangan da da sa anta a da da sa da sa da sa da sa da sa da sa da	(Seal)
	0			-Borrower
	0/			
	T			(Seal) -Borrower
				Bollower
		0/2		(Seal)
		X		-Borrower
		9		
		Line For Acknowled; ment)	a aparament ( aparament hann a sa sen hannan senten kanada senten hannan senten senten senten senten sente	
State of /L . County of	of COOK	ss:	,	
I, the undersigned, a Notary Public in and				
Anthony H. Gorski, divorced & not since	remarried	and a second decision on Account and the property of the second and the second decision of	0	
personally known to me to be the same per appeared before me this day in person, and their/his/her free and voluntary act, for use	acknowledged th	at they/he/she signed and delive	ered the said instrument as	
Given under my hand and official seal, this	day o	or Movembe	<u>N</u> , 19 0 7	
A4	tama and hip and the analysis from the second			
SBAL "OFFICIAL SEA  Lisa M. Kent  Notary Public, State of I  My Commission Expires 0	S Hinois &	Sina D)  Notary Public	Kent	-

### UNOFFICIAL COPT/910259 Land 10 Land

PARCEL 1: UNIT NUMBER 307, AS DELINEATED ON THE SURVEY OF PART OF LOT 1 IN CRYSTAL TOWERS CONDOMINIUM DEVELOPMENT, BEING A CONSOLIDATION OF LOT "A" AND OUT LOT "B" OF TALLY HO APARTMENTS, A DEVELOPMENT OF PART OF THE NORTH EAST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1975 AND KNOWN AS TRUST NUMBER 39096 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23997772; TOGETHER WITH AN UNDIVIDED 1.24 PERCENT INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY). IN COOK COUNTY. DEFINED AND SFT FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS. PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IF THE DECLARATION OF EASEMENTS MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST
AGREEMENT DATED JULY 1, 1976 AND KNOWN AS TRUST NUMBER 39096, RECORDED JULY
5, 1977 AS DOCUMENT NUMBER 23997771 AND AS CREATED BY DEED FROM THE
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, AFORESAID
TO JEWELL T. BUELL AND BETTY KOHLMAN DATED APRIL 5, 1978 AND RECORDED APRIL OCH COUNTY CLERK'S OFFICE 11, 1978 AS DOCUMENT NUMBER 24)98019 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

### UNOFFICIAL COPY910259 Rage Action to

#### ADJUSTABLE RATE BALLOON RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE BALLOON RIDER is made this 20th day of November, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Motorola Employees Credit Union, its successors and/or assigns (the "Len of the same date and covering the property described in the Security Instrument and located at:
1747 Crystal Lane, #307, Mount Prospect, IL 60056

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE IS PAYABLE IN FULL AT MATURITY. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE CENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES AND FINAL BALLOON PAYMENT

The Note provides for an initial interest rate of 7.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 3. PAYMENTS

. . .

生の一般である。 年前ののの 松田 ライ

#### (C) Monthly Payment Changes and Final Balloon Payment

Changes in my monthly payment will reflect changes or the unpaid principal of my loan and in the interst rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note. The monthly payment is calculated by determining the amount of the monthly payment that would be sufficient at the initial interest rate to repay the principal in full based on a 30 year amortization schedule. I understand that the monthly payments will not fully amortize the son over the 15 year loan term and I must pay the remaining principal balance and unpaid interest then due in full on the lateurity Date.

I understand that Note Holder is under no obligation to refinance or modify the Note at the Maturity Date, or to extend the Maturity Date that I will have to pay the balance due from my own resources or find a lender, which may be the Lender with which I have this loan, willing to lend me the money to repay the Note.

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly everage yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three percentage point(s) (3.00 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the next highest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

### UNOFFICIAL COPY910259 (april 10 and 1

The Note Holder will then determine the amount of the monthly payment at the new interest rate that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full based on the amortization schedule described in Section 3(C) above. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.000% or less than 5.000%. Thereafter, my interest rate will never be increased by more than 4.000% or decreased by more than 2.000% on any single Change Date from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than 15.000%, which is called the "Maximum Rate" nor will it be decreased by more than 2.0 percentage points below the Initial Interest Rate or the Margin, whichever is higher.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any charge. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Balloon Rider.

Anthony H. Gorski (Seal)

-Borrower

(Seal)
-Borrower

### UNOFFICIAL COPY910259 Page 10 of 12

#### CONDOMINIUM RIDER

;	THIS CONDOMINIUM RIDER is made this 2.0 th, day of November, 19 97, and is incorporated
٠,	into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security
بندو ز	Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
	Motorola Employees Credit Union, its successors and/or assigns (the "Lender")
4 (4)	of the same date and covering the Property described in the Security Instrument and located at:
ės ,	1747 Crystal Lane, #307, Mount Prospect, 1L 60056
,-	[Priporty Address]
la .	The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
1,4 . , .	known as:
. 1	Crystal Towers
	[Name of Condominium Project]
	(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lenuer further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all the Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium (roject; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So for g as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in itsu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, mount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by this Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and white Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by co iden nation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Associated;
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower sectured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

authory Horsler (Seal)	
Anthony H. Gorski Humaner	(Seal)