Cook County Recorder

A.J. SMITH FEDERAL SAVINGS BANK 14757 S. CICERO AVENUE MIDLOTHIAN, IL 60445

APPL# 001-70711021 ML# 0025023623

Prepared by: JO-ANN KRUEGER .

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 1997 . The mortgagor is KRISTINE KOZLOWSKI, SINGLE NEVER MARRIED AND HELEN KOZLOWSKI, A WIDOW NOT REMARRIED

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

A.J. SMITH FEDERAL SAVINGS BANK

THE UNITED STATES OF AMERICA , and whose which is organized and existing under the laws of address is 14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445 ("Lander"). Borrower owes Lender the principal sum of

FIFTY FIVE THOUSAND AND NO/100

55,000.00 Duffers (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly Jr. MUARY 1, 2013 payments, with the full debt, if not paid earlier, due and payable on 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 Scority 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:

LOT 20 IN BLOCK 1 IN BRIGGS, WIEGEL AND KILGALLEN'S ADDITION TO STY ADDITION TO CRAWFORD GARDENS BEING A SUBDIVISION OF PART OF LOT 1 IN COMMISSIONER'S PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1941 AS DOCUMENT 12756099, IN COOK COUNTY, ILLINOIS. 24-11-420-005

Parcel ID #:

which has the address of

9923 S TRUMBULL, EVERGREEN PARK [Zip Code] ("Properly Address");

[Street, City],

Illinois 60805

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM Initials: ACCHK INSTRUMENT Form 3014 9/90

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VMP MORTGAGE FORMS - (800)521-7291 Page 1 of 6

BOX 333-CTI



Form 3014 9/90

of the actions set forth above within 10 days of the giving of nouce. AH THE PROPERTY Security instrument, Lender may give Borrower a nouce identifying the lien. Borrower shall satisfy the lien or take one or more this Security Institution. If Lender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the tien in a manner acceptable to Lender; (b) contests in good faith the first Burrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in

Borrower makes there payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly to the which may pushin priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these

4. Chairges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions auributable to the Property third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; Application of Payments. Unless applicable law provides otherwise, all payments received by 1 ander under paragraphs Security Instrument.

Proporty, shall apply any Funds held by Lender at the time of acquisition or sale as a credit againer the sums secured by this held by Lender, It, under paragraph 21, Lender shall acquire or sell the Property, Lender, print, o the acquisition of sale of the Upon payment in tull of all sums secured by this Security Instrument, Lender shall prompily refund to Borrower any Funds

monthly payments, at Lender's sole discretion. to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

not stufficient to pay the Escrow Items when due, Lender may so noutly Borrower it withing, and, in such case Borrower shall pay the expess Funds in accordance with the requirements of applicable law. If the amount of the Tunds held by Lender at any time is If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

made: The Funds are pledged as additional security for all sums secured by any Security Instrument. annual accounting of the Funds, showing credits and debits to the Finds and the purpose for which each debit to the Funds was Lendel may agree in writing, however, that interest shall be pain on the Funds. Lender shall give to Borrower, without charge, an requiris interest to be paid, Lender shall not be required to ray I orrower any interest or camings on the Funds. Borrower and Leudel 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-lim charge for an independent real estate tax reporting service used by the Escriby Lems, unless Lender pays Borrower incress on the Funds and applicable law permits Lender to make such a charge. Items. Lander may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Lender, if Lender is such an institution) or in any rederal Home Loan Bank. Lender shall upply the Funds to pay the Bacrow

The Funds shall be held in an institution woose deposits are insured by a federal agency, instrumentality, or entity (including otherwise in accordings with applicable bar

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount. It so, Lender may, at any time collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time, 12 11.5.C. Section 2601 et suq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgingt loan may require to Borrower's escrow account under the federal Real Estate Settlement Protectures Act of 1974 as Lender may, at any term amount a federally related provisions of paragraph 8, in fleu of the payment of mongage insurance premiums. These items are called "Escrow Items." any: (c) yearly mart, age insurance premiums, if any and (f) any sums payable by Borrower to Lender, in accordance with the or ground renu 20 the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and sawstanents which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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 Punds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the dibt evidenced by the Nous and any prepayment and late charges due under the Note.

L. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

verialions by jurisdiction to consistute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, "Property." Property." Property."

fiximits now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOCETHER WITH all the improvenients now or hereafter erected on the property, and all easements, appurtenances, and

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 S'eurity Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not enswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the impurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrumer, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrewer 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 Lerder, 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, Maintenan e at d 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. Borrow a 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, in Auling, 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 Prope ty, 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 covenan's 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 regions 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

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be severable.

given effect without the conflicting prevision. To this end the provisions of this Security Instrument and the Mote are declared to conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be jurisdiction in which the Property is Ideated. In the event that any provision or clause of this Security Instrument or the Mote IS Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security any other address Borrower designates by notice to Lender, Any notice to Lender shall be given by first class mail to Lender's by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or Motices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

under the Note.

Borrower If a retund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. exceed the permitted limits, then: (a) May such loan charge shall be reduced by the amount necessary is reduce the charge to the and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note v. that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or Borrower's innerest in the Property unider the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Motest (a) is co-signing this Security instrumes only to mortgage, grant and convey that puragraph 17. Borrower's covenants and agreements shall be joint and Love al. Any Borrower who co-signs this Security Security Instrument shall bind and benefitt the successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound; Joint and Several Liability; Co off ners. The covenants and agreements of this

right or remedy.

in interest. Any forbearance by Lendellin exercising any right or term dy shall not be a willver of or preclude the exercise of any the sums seemed by this Security Institution by reason of any deriand made by the original Borrower or Borrower's successors commence proceedings against any successor in interest or telluse to extend time for payment or otherwise modify amortization of not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lendor to any successor in interest of Borrower shall

11. Borrower Not Released; Fortegrance By Lander Not a Waiver, Extension of the time for payment or modification the due date of the monthly psyments referred to in pragraphs I and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or positione by this Security Instrument, whether or see, then due.

is sluthorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured award or settle a claim for damages. Porthwer falls to respond to Lender within 30 days after the date the notice is given, Lender If the Property is abandon to by Barrower, or if, after nouce by Lender to Borrower that the condemnor offers to make an sunts secured by this Section, Instrument whether of not the sums are then due.

Bomower and Lender out aw se agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately Lefore the taking is less than the amount of the sums secured immediately before the taking, unless taking. Any balance and he paid to Berrower, in the event of a partial taking of the Property in which the fair market value of the die sums seem a Inmediately before life taking, divided by (b) the fair market value of the Property immediately before the Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of Instrument immeditiely before the taking, unless Botrower and Lender otherwise agree in writing, the sums secured by this Value of the Property immediately before the meing is equal to or greater than the amount of the sums secured by this Security 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

In the event of a total taking of this Property, the proceeds shall be applied to the sums secured by this Security Instrument. shall be paid to Lender.

condemnation or other taking of any purior the Property, or for conveyince in lieu of condemnation, are hereby assigned and 10 Condemnation. The proceeding any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior it an inspection specifying reasonable cause for the inspection.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage, that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the payments may no longer be required, all the option of Leader, it mortgage insurance coverage (in the amount and for the period

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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 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) .nu / of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other cover ants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable into meys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's lights 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 to if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a care of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do not 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 Property and any Figure dous 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 Hizardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic ouroleum 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 Proper y 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.

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MIDLOTHIAN, IL 60445 THIRL S' CICEBO YNEMNE A.J. SMITH FEDERAL SAVINGS BANK

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	"OFFICIAL SEAL" LINDA R. GOUGH Motory Public, State of Illinois My Commission Expires 12/5/2010
EIR free and voluntary act, for the uses and purpose therein set forth. 13TH day of DECEMBER Notary Public	signer and delivered the said instrument is us of Chven and delivered that and official seal, this My Commission Expires:
HELEN KOZLOWSKI HELEN KOZLOWSKI	THE LADERSICALD Subscribed to the foregoing instrument, appeared
-Borrower -Borro	TANTE OF ILLINOIS,
HELEN KOZLOWISKI Bonower (Seal)	
With it. KRISTINE KOZLOWSKI GGESI) -BOSTOWES	any rider(s) executed by Borrower recorded
and agrees to the terms and covenants contained in this Security Instrument and in	
Condominium Rider Condominium Rider 1-4 Family Rider Rate Improvement Rider Second Home Rider Condoment Rider Second Home Rider Condoment Rider Condoment Rider Condoment Rider Condoment Rider Condoment Rider Condominium R	[[_heck_ipplicable box(cs)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider VA Row

231 Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs.

22, Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument