# INOFFICIAL COF

97032615

Prepared by:

Permanent Index Number: 0222303017

Middleberg Riddle & Gianna

2323 Bryan Street

Suite 1600 Dallas, Texas 75201

Roturn to:

**ACCUBANCMORTGAGE CORPORATION** 

P.O. BOX 809068

**DALLAS, TEXAS 75380-2068** 

Loan No: 06611720

BOHOWER: DAVID A MATEC

DEPT-01 RECORDING

T#0011 TRAN 5151 01/15/97 13:13:00 \$1872 \$ KP #-97-032615 COUN COUNTY RECORDER

Data ID: 703

MORTGAGE

THIS MORTGAGE ("Soundy Instrument") is given on the 6th day of January, 1997. The mortgagor is DAVID A. KMIEC AND SUSAN WEBB-KMIEC, HIS WIFE

This Security Instrument is given to FIRST UNITED FINANCIAL BANCORP, A CORPORATION, which is organized and existing under the laws of the State of DUINOIS, and whose address is 1101 PERIMETER DRIVE, #850, SCHAUMBURG, ILLINOIS 60173

BOITOWER OWES LENGER the principal sum of ONE HANDRED SEVENTY-SIX THOUSAND and NO/100-Dollars (U.S. \$ 174,000.00). This debt is evidenced by Borrower's rose deted 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 February 1, 2017. 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) ## payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (a) the performance of Borrower's coverant; and agreements under this Security Instrument and the Note. For this puriore, Borrower does hereby mortgage, gram seed convey to Leader the following described property located in COOK County, Illinois:

LOT 2 IN UNIT 4 PLEASANT HILL ESTATES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RAINGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Dru# 02-22-303-017

428 South CHAR STREET Meson Title Agency of Souther PALIATINE TALINOIS

246 € Janata Bivd. Ste. 300

Lombard, IL 60148 96-9704

Pook

HALINOIS - Single Family - Family Mastrodille King Uniforms westruments

Pers 1 of 6 pages)



Marie 1 2 2 albert **新**春、野野 寒野

Applied by paring oils to exped the middless or other arroites oils to some to one oilst to cold oils elimber bearing. operate to person the enforcement of the Eur or (Signetian from the Collection of the inn an experience to the Evoperty is follows subordinesing the ien to this Socurity instrument. Letter they say that any part of the Evoperty is follows as the which may attend on the Evoperty is follows as the which may attend the Evoperty in Security Instrument, Letter may give in the Evoperty in Security Instrument, Letter may be not the Evoperty in Security Instrument, Letter may give in the Evoperty in Security in Security Instrument, Letter may give in the Evoperty in Security in Secur pool being the tien by or defends equipm enforcement of the lien in, is and proceedings which in the Lectures opinion in in secure (a), roberal or oblasterate someon a in indicative to boneon included on the secures are to secure in more (s) and the contraction of the contract of the contract of the Security lighter between Bonoresis (s)

the London receipts evidencing the comparts majoring to be paid which this paragraph. It Eocroper craims these property diverty, Borrowic stall promptly ingight 4. Chergos, Idens. Berrows that pay all taxa, encuenciae, charges, flow and imprefixes attributes in the Property which ray attent princing over this formula formy inspectly which ray these obligations in the numers provided in paragraph 2, or if not paid in that them the numers provided in paragraph 2, or if not paid in that the numer provided in paragraph 2, or if not paid in that the factors. Managed payment and property thanks to Lordon at an entire of the Lordon of the paragraph forms. It is not that the Lordon of the payment. Removed the largest of Lordon in Lordon in the paragraph desired of the payment. Removed the largest of the Lordon in Lordon in the payment.

Application of Frances arounds to any revision the provides characters, as presented of the controllers of t

against the area recured by this Security Instrument any Ponds held by Lemins. It, under paragraph 21, Lemins abad comiss or sea the Property, Lemins, pairs to the acquisition or cale of the Property, that apply any Purch lack by Lemins at the time of acquisition or cale or a track

Upon payment in fell of all sums secured by this Security Destructed, Lender stall or largely referred to Response the deficiency in no more them twelve monthly psyment, at Leniur's sole deficient. e erections genome that he becaut the execute research to rects in the consecutive from any erections.

Because for the cares Frinch is secondaries with the requisations of applicable. If the account of the Frinch Inch. the First ist of school and second the carecast presided to be first by appealing the Leader school and it

additional security for all enteres by this Security Instrument the series on the Funds. Leader shall give to Educate, without the amount secondary of the Funds, sheeting to paid on the Funds are sheeting and the Funds are sheeting as a sheeting and the Funds are sheeting as a sheeting and the Funds are sheeting as a sheeting as has Bonomer any interest or compagn on the Flunds. Bonomer was bester tray affect to writing, bestered, first family independent real entele ter reporting eerster vand by Lexica in recrection with this loan, values applicable has granted to the loan. University an expectable has been expected to the required to encon excount, or verifying the Eurow thems, unless is place by Bearmary bustons on the Talesh and design that provide Compact to pay a caselina cleage for an provide Compact to pay a caselina cleage for an disclosing Lander, M Lender is such easy not in any fictional House Land Black. Lander daily the Hard and the property of the land and supplied and the land of the land and the land and the land of the land and the land of The Funds that he little in an institution where deposits one institute by a fortisal agency, institutionally, or called

wall addraidous allw on the basis of correct data and removable extracts of expendictes of factor flows it often or observe in proposition subjection and standard and standard from stand. Annouse mesal out become ut for income as at about both both to this annouse at the problem. met ("ABBR"), unions another for the thirds to the Flunds and a breat amount. E m, Looker com, at say that while the federal Real Palate Se Fravent Procedures And of 1974 as asserted from time to time, 12 U.S.C. First A piccors recises reserved all salojes year and agaption boken pleathed a not reliad o fracous manipum and barous premiune. These item eet erflet Bergor Beine. Lender mây, at was cene, collect and hold flue in en Ergelellant 19 Sections to know, a secretary with the provisions of purgetals 8, is the original of contrast and contrast and yearly thied evenious, it ear, (4) yearly mortgage iconsisting it any airs (7) any about 1400km, if any airs (7) any about 1400km, if (s) yearly the as a consecut which may anche pricing over the because furnitions is and or like frozensk (d) yearly therefore (see frozensk france) and the first france (see france) and the france (see france) and the first france (see france) and the france (see france) and the first france (see france) and the france (see france) and the france (see france) and the france (se ney to Lender, an the day mostly permants are one under the Note, used the Note is paid the last, it sums. Therefore,

A Fresh for Taxes and Lemenson. Subject to spikes is no to a winder with the beat of Leader, Sections and these to A. Expenses of Friendspel and Indicated Friends State Congress Boxrowce that promptly pay when the processed of each interpretation of the technic occurs to be from

amodel in suga has increas when I am reconcil attribution indicated resistance by interaction to constitute a uniform specialy instructed concess real real property.

height him engenvoo undienvoor has sau landiss nd einarmo sendiau entidado trebutilizi titatusi sell'

describing of record borrows watering and will defend generally the talk to the Property against and demany, subject to say musigate, grace and convey the Property and that the Property is uncertainful cataget for countrieses, of second or high our suf san begreene piesed witte self to beside it was a swoned tell annavevol. Marchaelic

and littered from or the Sellice a national state of the property. All replacements and addition along the property. All the security learnings and and the little formation of the little formation o Tocariers with all the improvement now or becaute created on the property, and all exceptants, appropriate exceptions.

"Trophily Address"

THERE'S RACED HTUOS 8th to serube and solder

PALATINE

### **UNOFFICIAL COPY**

Loan No: 08611720 Deta ID: 703

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, iscluding 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, chain 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 etherwise agree in writing, insurance proceeds stall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not conomically feasible or Lender's security would be lessened, the minimum 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 what the notice is given.

Unless Lender and Porrower otherwise agree in writing, any application of process 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 sures

secured by this Security Instrument in mediately prior to the acquisition.

6. Occupancy, Preservation, Mantenance and Protection of the Property; Borrower's Loca Application; Leaseholds. Borrower shall occupy, establis's, and use the Property as Borrower's principal residence within sinty 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, inless Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circulas ances 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 Lendar'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 cone 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 Lander (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 Estrument is on a seaschold. Borrower shall comply with all the provisions of the lease. If Borrower acquires for title to the Property, the lessehold 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 effect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to inforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over the Security Instruments, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs.

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 Bones a 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 craintain 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 attendate mortgage insurance coverage is not svailable, 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.

ANNE CONTRACTOR OF THE PROPERTY OF THE SECOND SECON

former a pi y affect

aldersame of as boraloab one esold afti

which are been effect which the conficing provision. To this art the provision of this Security Instrument and लेका स्वापन स्थाप करें के क्षेत्र होता है। उस स्वापन स्थापन स्थापन होता होता है। इस होता है। इस स्थापन है। इस ह juishing in which the Property is located. In the event that any provision or cieuse of this Society Instrument or the the Cornecting Laws Service Mile Security instrument that he general by federal key seed the ten of the

क्षित्रपुराक्ष्य स्त्री क विद्यारक्ष्य क

gives grader subcroat to superread at geneig groot erect at bearson of Baria (generalism) yillimood side at sub believerg ordinar that cine used to London by London to the cities address London by the design to Bear and have his spirit of dela related in section was related to colour by motion by rection was been related by respect to ath of become of Early order off. Leaftern realizate bo our animper wat placedage, makin kann made with by it goldiers of

to it gaineted by monig of lines instructed princed with air not bolivery towerroll at science was accurated. Air e s being kinislenen apport ind biobalusin chille ropu (its port under the Nois or by making a direct payment to Borrower. It a relieved recuses principal, the receiving the explana

parametal limits will be refusived to Borrower. Leader resy choose to make this refush by recorded the principal speed DEFERRATE TO INTEREST TO USE CLEAR TO USE DESIGNATION FROM SINCE SINCE OF CONTRACT OF THE PROPERTY OF THE PROP connection with the four execut the permitted limits, them: (a) may meal lown charge alias to be reduced by the suiscent ican charges, and that has is firstly interpreted so that the interest or other lean as gradual or to be consequent

Library of the loan secured by this Security instrument is subject to which see unsighted

Note whitest that Bestever's consent.

egies to create, modify, forbest or make any accommedations with regard to the came of this Security Instrument or the han specinff ratio was been reduced by the transmittent principal sid by the same setting of being lide. बुक्तपुरक्त इत्य से (d) इंक्यपाणकार्य एरंगा००२ सं है कि ब्राक्त क्यों क्ष्मित एक्टियाँ और प्राप्त क्षित क्ष्मित agigm on thou examinate frinces will give up at (s) :310% all always four about intermental fairness will argia provisions of paragraph IV. Bonrower's convenies and agreement that he joint and several. Any Bonrower who co-

of this Security Instrument that bind and bearest the successed and satigue of Lender and Bostower, subject to the ememorage has messervo self remaja-03 prizidad between that desired segient has encessored. At

rearraly titall not be a wairer of or products the exercise of any right or rearraly. by the original Boncouser or Boncouse's successors in cateral. Any tenderance by Lervier in currently any right or, estant or otherwise modify enteries of the season of the season by this Security instrument by research on denset and Leader that are de required to commerce providing against are exerces in interest or relines to execute that thereist of Bonness frammer alternos of the faithful for the original Bonness or Bonness framers of Bonness framers de suscitation of the first former, franching franching by the formers of the succession of the first of the

to Restrance Not Released Feet contains by Lander Not a Welver. Extensions of the time for property or THE REAL PROPERTY.

America for Easts lactioning of aboscory to recitizatings gas against as sorgs saturation two cook tass solved scaled and in the same of the solve of the solve of saturations and solve of the solve of saturations and solve of saturations are solved and solve of saturations and solved of the solve of saturations and solved of the solved

Froperty or to the sums steined by this Socnety Instrument, whether or not then doe. to make an award (y tellie a claim for decrease, Borrows take to respect to Leader within 99 days after the that to notice is given, Leader is an illusived to collect and apply the process. at its option, either to restoration or repair of that

If the Property abandonod by Benower, or it, after notice by Legier to Borrows that the consistence offens

aperper of Dog are since sic first and

emount of the curs society immediately before the teleta unless floriouses and Leader otherwise agree in writing or sail and the bridge the residual statement of the strength of the statem and art doing at transcrib will be saided value of the Property intractivity before the taking. Any believes that do part to Borrower. In the cross of a partiel and by the fightings above on the demonstration of the contraction of goga aderesis selecal less monored moint grister att oxeder planteaumi manurumi viruses att yd beruses mus ach To resorge acts each recessing to at lauge at grides eath smalled opticipation in 1917/1019 and 190 outer textures into the initial interpretation of the contract of the cont instrument, whether or not then due, with any cares paid to Borrower. In the creat of a partial taking of the Frogram In the event of a total taking of the Property, the proceeds that he applied to the same secured by this Security

exists of hise of little her benefits.

any condemnation or other taking of any part of the Property, or for conveyence in this of consementing, sub bareby, IA Condensation. The proceeds of any evera or claim for damages, direct or consequential, in commerce with

assistant and the same electroness graftimes appropriate as to mine of some as the same measured weighted 9. Lasperdien. Lender or in egent may stake researche enties upus and imperious of the Property. Lender!

and addedings to their leavest described asserting and an experience and the

issument in elect, or to gravite a loss reserve, unid the requirem for requirem in manne curic in accompanies graphics statism to besispen amisinary at tray fact research decision a less statisms assessed sings when y sements munic as ed believing (sociation salvas) and doing oils not have hances oil at agreem construct equipmen b

### UNOFFICIAL COPY

Loan No: 08611720 Data ID: 703

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 growide 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 oursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then 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' Section 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. Provent this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Note: Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or nore 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 change: 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 mitten 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.
- 29. Hazer was 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 so, nor allow anyone cise 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 investiga ion, claim, demand, lewsuit or other action by any governmental or regulatory agency or private party involving the Property 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 So: those affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Invironmental 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: gasolize, kerosene, other flan mab 5 or issic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formancia; and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisfiction 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 prograph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 39 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to core the default on or before the date specified in the notice may result in acceleration of the sams secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice thall 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 assured by this Security Instrument without further descand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses locarred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

## UNOFFICIAL COPY

fector g or g steat

STATE TO THE PROPERTY OF THE P "Official SEAL" TRACY SCHOENFELD Natury Public, State of Minsio My Commission Espires 5/1/80 002/3069000000000 DAVID A KIMIEC AND SUSAN WEER-HATEC, MIS LUHE til sa selsod kerisinomien nen nemminen geingomi allt County of CCOR SIGNITII JO SING Ounity Clark's Office and in any rider(s) executed by Bernower and recorded with it. By Stoking Biscows accepts and agrees to the terms and coverants contained in this Security lightnesses | Other (1) [specify] ming and boost [ क्षोरी काट्यारायको अस्ति अवेश कायोग्ध 🗌 Planted Unit Development Richer right married pistonic [] The Graduated Payment Rider Commission Sider miss and adamica [ with the Geourly instrument, the terements and agreements of each rate that shall be interpreted into and all the country instruments that the comment the comments and agreements of the Georgia and agreements of the Georgia and Archive for the country instrument. (Check applicable beneficial) whise between his whomen the control of the control Analysis of Estimates hecterated to begin its arrives removed. Because of Estimates in the Freycity instrument without charge to Borrower. Borrower that pay any recordation contact M. Release, Upon perment of till such accured by the Security instrument, Leader their tile Security