

UNOFFICIAL COPY

Permanent Index Number: 0222303017

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

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• DEPT-01 RECORDING \$31.50
• T#0011 TRAN 5151 01/15/97 13:13:00
• #1872 ÷ KP # -97-032615
• COOK COUNTY RECORDER

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75380-9068

Loan No: 08611720
Borrower: DAVID A. KMIEC

Data ID: 703

MORTGAGE

THIS MORTGAGE ("Security 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 ILLINOIS, and whose address is 1101 PERIMETER DRIVE, #850, SCHAUMBURG, ILLINOIS 60173

Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY-SIX THOUSAND and NO/100—Dollars (U.S. \$ 176,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 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) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

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, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 02-22-303-017

428 South Cedar Street
PALATINE, ILLINOIS

Nation's Title Agency of Ill. Inc.
246 E. Janata Blvd. Ste. 300
Lombard, IL 60148
96-9704
Cook



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Borrower shall satisfy the lien of the debt or make one or more of the actions set forth above within 10 days of the date of notice to a lien which may have priority over the Security Instrument. Lender may file a notice of completion of the Security Instrument with the County Registrar to record the lien to the Security Instrument. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar.

Borrower shall promptly discharge any lien which has priority over the Security Instrument within 10 days of the date of notice to a lien which may have priority over the Security Instrument. Lender may file a notice of completion of the Security Instrument with the County Registrar to record the lien to the Security Instrument. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar.

4. Borrower shall pay all taxes, assessments, charges, fees and expenses which are assessed or levied against the Property, including but not limited to property taxes, and shall pay all interest due on the loan. Borrower shall pay all interest due on the loan. Borrower shall pay all interest due on the loan. Borrower shall pay all interest due on the loan.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied first to any prepayment charges due under the Note, second to the principal amount of the loan, and third to interest due on the loan. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar.

Upon payment in full of all sums secured by the Security Instrument, Lender shall release the Property to Borrower. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar.

If the Funds held by Lender exceed the amount advanced to Borrower, 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 exceeds the amount advanced to Borrower, 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 exceeds the amount advanced to Borrower, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law.

The Funds shall be held in an escrow account established by a federal agency, institution, or other entity with applicable law. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar.

on the basis of current data and records. Lender may exercise the election of Funds due collect and hold Funds in an amount (b) to exceed the lesser amount. Lender may exercise the election of Funds due collect and hold Funds in an amount (b) to exceed the lesser amount. Lender may exercise the election of Funds due collect and hold Funds in an amount (b) to exceed the lesser amount.

1. Payment of Escrowed and Earned Prepayments and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note. Lender shall not be bound by the terms of the Security Instrument if the Security Instrument is not recorded with the County Registrar.

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PALATINE

(Property Address)

which has the address of 428 SOUTH CEDAR STREET

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5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 7 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; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender.

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14. Governing Law Governing Law. 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 the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To the extent of the provisions of the Security Instrument and the Note are declared to be severable.

15. 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.

16. Late Charge. 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 charge is collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge that is reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from the loan which exceeded the permitted limit shall be refunded to Borrower. Lender may choose to make the refund by issuing the principal and interest portion of the loan to Borrower. If a refund reduces principal, the interest will be treated as a partial prepayment without any prepayment charge under this Note.

17. Lender's Obligations. Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

18. Borrower Not Released For Payment By Lender Not a Waiver. Extension of the time for payment or postponement of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments shall not be a waiver of or provide the entire or a part of the original Borrower or Borrower's obligation to pay the sums secured by this Security Instrument and to pay the sums secured by this Security Instrument and to pay the sums secured by this Security Instrument.

19. Borrower's Obligations. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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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) 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' 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") 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 sale 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, 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 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 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 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.

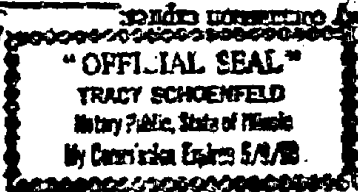
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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.

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Tracy Schoenfeld
Marilyn Schoenfeld
1977

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DAVID A. RAJIC AND SUSAN WEBB-RAJIC, HIS WIFE
The foregoing instrument was acknowledged before me this 10th day of June, 1977.

State of ILLINOIS
County of COOK

Signatures of the parties

[Signature]

[Signature]

SUSAN WEBB-RAJIC

[Signature]

DAVID A. RAJIC

[Signature]

[Signature]

and in any other(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- Contingent Rate Rider
- Payment Use Development Rider
- Rate Improvement Rider
- 1-4 Party Rider
- Biweekly Payment Rider
- Second Home Rider

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

23. Waiver of Escrow. Borrower waives all right of escrow except as in the Property.

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

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