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97047844

MAIL TO:

ILLIANA FEDERAL CREDIT UNION
1600 Huntington Drive
P. O. Box 1249
Calumet City, Illinois 60409

• DEPT-01 RECORDING \$33.50
• T#0001 TRAN 7711 01/22/97-11:18:00
• #7320 + RP #97-047844
• COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 23, 1996
The mortgagor is David Zagorac and Cathy G. Zagorac, his wife, as tenants by the entirety

Illiana Federal Credit Union ("Borrower"). This Security Instrument is given to
which is organized and existing under the laws of the United States
1600 Huntington Dr., Calumet City, IL 60409 and whose address is

Thirteen Thousand _____ and _____/100 ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 13,000.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
December 30, 2006. 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 1 in Block 2 in Lorenz Haas Subdivision of Lot 3 in Martin Muetchows
Subdivision of part of the Northeast quarter of Section 36, Township 36
North, Range 14, East of the Third Principal Meridian, in Cook County,
Illinois

PIN: 29-36-201-006

03221546

which has the address of

17928 Hickory

Lansing

(City)

Illinois 60438

("Property Address");

[Zip Code]

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

ITEM 1576 (9408)

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Form 3014 9/90

State Law Business Forms Inc.
Telephone 312-467-9833 Fax 312-734-1134



33.50

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bloody or bleeding, for which Lender requires insurance. This insurance shall be maintained in the amounts and property insured less by the hazards included within the term "extended coverage" and any other hazards, including
5. **Lender or Property Insurance.** Borrower shall keep the insurance now existing or hereafter created on the
basis of the actions set forth above within 10 days of the giving of notice.

This security instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one of the following options:
a) Lender determines that it is in the best interest of the Lender to sell the property to a third party or to transfer title to a third party.
b) Lender sells the property to a third party or to a third party who has agreed to pay the amount due.
c) Lender sells the property to a third party or to a third party who has agreed to pay the amount due.
d) Lender sells the property to a third party or to a third party who has agreed to pay the amount due.

6. **Change of Lender.** Borrower shall pay all taxes, assessments, fines and improvements attributable to the property in the event of the sale of the property to a third party or to a third party who has agreed to pay the amount due.
7. **Assignment of Rights.** Lender may assign its rights under this security instrument to another person or entity.
8. **Waiver of Statute of Limitations.** Lender may waive any portion of the statute of limitations applicable to the
property.

9. **Application of Proceeds.** Lender shall apply funds received from the sale of the property to the amounts payable under paragraphs 1 and 2 shall be applied first to any late charges due under the Note.

10. **Refund of Funds.** Lender may refund funds received by him/her from the sale of the property to the amounts payable under paragraphs 1 and 2 shall be applied first to any late charges due under the Note.

11. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender. If, under paragraph 2, Lender shall apply to his security instrument or to the acquisition of funds held by Lender, Lender shall promptly refund to Borrower any amount paid more than twice normally paid under this security instrument.

12. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

13. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

14. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

15. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

16. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

17. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

18. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

19. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

20. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

21. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

22. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

23. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

24. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

25. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

26. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

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29. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

30. **Refund of Funds.** Lender shall pay to Borrower the amount necessary to pay the amount paid by Lender to the acquisition of funds held by Lender.

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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 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 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, 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.

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18. Borrower's Right to Remodel. If Borrower at meets certain conditions, Borrower shall have the right to have an improvement of his security discounted at any time prior to the earlier of (a) 5 days (or such other period as

"(1) Leader extractives this option, I understand 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 Note, plus interest thereon at the rate of 12% per annum, plus attorney's fees and costs of collection, if any, and all other expenses permitted by this Section. Interest accruing thereafter shall be demand on Borrower.

in it as well as to implement one or a beneficiary inter vivos or postmortem, in a manner consistent with the intent of the testator.

16. **Borrower's Copy.** Borrower shall be given one loanformed copy of the Note and of this Security Instrument.
17. **Transfer of the Property as Personalty in Inventory.** If all or any part of the Property or any interest

the generic effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **Loan Charges.** If the loan account by this Schedule transferred or assigned to a lessor which was maximum loan charges, and that law is finally interpreted so that the interests of other lessors can be collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any such loan charge shall be reduced as a partial payment without any reduction to Borrower. Lessor may choose to make this reduction by reducing the part paid over under the Note or by making a partial payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment without any reduction to Borrower. Lessor may choose to make this reduction by reducing the part paid over under the Note or by making a partial payment to Borrower.

12. Successors and Assigns Boarded; Joint and several liability; Co-signers. The conventions and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument.

11. Borrower Not Responsible For Overadvance By Lender - **Not Responsible**: However, Extension of the time for payment of principal due the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

In award of such a claim for damages, however, it is necessary to consider the nature of the property or interest which is to be compensated.

If the price of a good demanded by Bottowever, or if, after notice by Landover to Bottowever that the condominium offers to make

when in the process, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are received immediately before the last day, unless otherwise agreed in writing of unless otherwise set forth in the instrument.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument which the last market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing.

10. **Condemnation.** The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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ADDENDUM TO MORTGAGE

PAGE 6A

25. Second Mortgage Status. The lien of this mortgage is subject and subordinate to the lien of that certain mortgage in favor of Calumet Federal Savings and Loan Association of Chicago dated 4/2/96 and recorded 4/11/96 in the amount of \$75,000.00 as Document #96271814. Herein referred to as "First Mortgage"

Any and all defaults under the First Mortgage shall be deemed an Event of Default and shall entitle Mortgagee to exercise any and all rights which they may have hereunder including but not limited to the acceleration of the indebtedness hereby secured. In the event the Mortgagee shall cure a default by the Mortgagor under the First Mortgage, any amount so advanced by Mortgagee shall be due and payable by Mortgagor, on demand, with interest at the rate of 2% over prime rate as established from time to time and published by The Wall Street Journal and shall be considered as indebtedness secured hereunder. Notwithstanding anything herein to the contrary, Mortgagee shall not be obligated to cure a default by Mortgagor and in the event Mortgagee shall cure a default, Mortgagee shall not be obligated to cure subsequent defaults. For purposes of this paragraph, a default shall be deemed to include any act or event which the Mortgage defines as a default.

MSB/MSA
6/10/2014

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Property of Cook County Clerk's Office

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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 evidence.

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

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

2016
2017
2018
2019

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Calumet City, IL 60409

G. Szott

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Illinois Federal Credit Union

Dr.

1407

G. Szott

Digitized by srujanika@gmail.com

~~Dear Sir~~

Since under my hand and official seal this 23rd

and delighted the said instruments as **they** were applied before me this day in person and before me declared that **they** were personally known to me to be the said persons whose names are

1. Gloria Szott, Natalie Zagorec and Cathy G. Zagorec do hereby certify that David Zagorec and Cathy G. Zagorec

STATS OF LITHUANIA Cook County

-Hannover
(Sec)

1825

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• 80011

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this
Security Instrument and in any riders(s) executed by Borrower and recorded with it.

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

(Check applicable box(es))

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> I-T-Holiday Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Bi-weekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> balloon Rider
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