

UNOFFICIAL COPY

97104889

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
4242 N. Harlem Avenue
Norridge, IL 60634

DEPT-01 RECORDING \$37.50
T\$0001 TRAN 8320 02/14/97 10:22:00
#1618 # RC # - 97-104889
COOK COUNTY RECORDER

AP# KOZAK, W5566487
LN# 5566487

[Space Above This Line For Recording Data] *3/15/0*

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 24, 1997. The mortgagor is Wladyslaw Kozak and stanislawa Kozak, Husband and Wife

("Borrower"). This Security Instrument is given to Westwind Mtg Bancorp, An Illinois Corporation, which is organized and existing under the laws of the State of Illinois, and whose address is 5100 N Harlem Avenue, Harwood Heights, IL 60656 ("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Five Thousand Dollars and no/100 (U.S. \$ 125,000.00). 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, 2027. 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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

,
,

which has the address of 7421 W. Strong , Harwood Heights ,

[STREET]

[CITY]

Illinois 60656 ("Property Address");
[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

UNOFFICIAL COPY

AP# KOZAK,W5566487

LN# 5566487

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

UNOFFICIAL COPY

9. Inspection. Lender or its agent may make reasonable entries upon and inspect all of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifically requesting reasonable cause for the inspection.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance coverage as a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower each month to the insurance company based to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payable, if any longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Borrower shall pay the premiums required by Borrower again becomes available and is obtained, Lender requires) provided by an insurer approved by Lender at a cost not exceeding that of the original Borrowser and Lender shall render or apply mortgagor insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower under this paragraph 7, Lender does not have to do so. Any sums secured by Lender which has a claim over this Security Instrument, apart from any insurance premiums, fees and attorney's fees incurred by Lender to make repairs. Although Lender may take action reasonable attorney's fees or otherwise to protect the property and Lender's rights in the Property and pay for whatever is necessary to repair or replace or to enforce laws or regulations), then Lender may do and pay for what ever is necessary to repair or replace or to make the property habitable or in a safe and sanitary condition for the use intended by Lender, Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or agreement 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 agreement contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, if Borrower fails to perform the covenants and

7. Protection of Lender's Rights in the Property. If Borrower fails to pay the fees due the lessor shall not merge unless Lender agrees to the merger in writing. Lender's rights in the lessor shall not be impaired by any foreclosure action or proceeding to be dismissed with a ruling that Lender's good faith effort to provide security interest of the lessor created by 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 concerning the loan application), in connection with the Note, including, but not limited to, representations concerning the value of the property as a principal residence. If this Security Instrument is in a leasehold, Borrower's occupancy of the property as a principal residence, if Borrower acquires fee title to the Property, the lessee shall not merge unless Lender has given Lender's security interest to the lessor. If Borrower provides for a statement of the lessor's security interest of the lessor, Lender will be liable for any damage resulting from the lessor's failure to provide the property to the lessor.

UNOFFICIAL COPY

AP# KOZAK,W5566487

LN# 5566487

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

CHICAGO
MAY 2016

UNOFFICIAL COPY

FORM 301A 9/90
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
IS/C/CMDTL/0894/3014(0990)-L PAGE 6 OF 8

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflict provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.

17. Transfer; or if 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 Borrower to pay all sums secured by this Security instrument. However, this option shall not be exercised by Lender if a cause is prohhibited by federal law as of the date of this Security instrument.

18. Borrower's Right to Remisate. If Borrower meets certain conditions, Borrower shall have the right to have eniorcement of this Security instrument delayed 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 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 this Security instrument; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may require to assure that the lien of this Security instrument shall continue unchanged. Lender may exercise this right to remisate if no acceleration has occurred. However, this right to remisate does not apply in the case of acceleration as if no acceleration had occurred. However, this right to remisate shall apply if Borrower fails to pay all sums secured by this Security instrument.

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 Lender. A sale may result in a change of the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also 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 and the new Loan Servicer fails to pay the sum secured by this Security instrument to the note holder, the note holder may sue the new Loan Servicer and the old Loan Servicer for the amount due under the Note.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, or storage on the property or release of any Hazardous Substances on or in the property that is in violation of any Environmental law. The procedure relating to the release of any Hazardous Substances on or in the property shall not do, nor allow any cause or release of any Hazardous Substances that causes or permits the presence, use, or storage of small quantities of Hazardous substances shall not apply to the presence, use, or storage on the property or release of any Hazardous Substances on or in the property that is in violation of any Environmental law. The procedure relating to the release of any Hazardous Substances on or in the property shall not do, nor allow any cause or release of any Hazardous Substances that causes or permits the presence, use, or storage of small quantities of Hazardous substances shall not apply to the presence, use, or storage on the property or release of any Hazardous Substances on or in the property that is in violation of any Environmental law.

62104689

AP# K0ZAK, M5566487
LN# 5566487

UNOFFICIAL COPY

AP# Kozak, W5566487

LN# 5566487

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, or closure 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.

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.

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 amend 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))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify]

_____ | <input type="checkbox"/> IHDA Rider | |

69-0216
69-0216
69-0216
69-0216

UNOFFICIAL COPY

FORM 3014 9/90

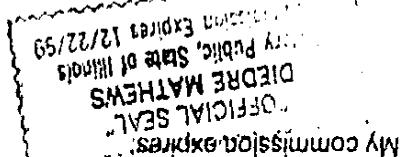
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

PAGE 8 OF 8

IS/CMDTL//0894/3014(0990)-L

This instrument was prepared by: Gene Taterra

Address: 4242 N. Harlem Avenue
Norridge, IL 60634



Given under my hand and official seal, this 24th day of January, 1995.
I, Mary Ann Kozak, Notary Public in and for said County and State do hereby certify that
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed and
delivered the said instrument as their free and voluntary act, for the uses and purposes herein
set forth.

1. Mary Ann Kozak and Stanislaw Kozak, husband wife
Widayslaw Kozak and Stanislaw Kozak, husband wife
Given under my hand and official seal, this 24th day of January, 1995.
I, Mary Ann Kozak, Notary Public in and for said County and State do hereby certify that
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed and
delivered the said instrument as their free and voluntary act, for the uses and purposes herein
set forth.

STATE OF

(Space Below This Line For Acknowledgment)

BORROWER
(SEAL)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1
through 8 of this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

LN# 5566487 AP# KOZAK, 5566487

UNOFFICIAL COPY

File S1477794F - Legal Addendum

LEGAL: LOT 43 IN HARWOOD MEADOWS UNIT NUMBER 2, A SUBDIVISION OF PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1953 AS DOCUMENT NUMBER 15550988.

ADDRESS: 7421 W STRONG
HARWOOD HEIGHTS, IL 60656

PIN: 12-12-421-013-0000

Property of Cook County Clerk's Office

68510745

UNOFFICIAL COPY

Property of Cook County Clerk's Office

633-0173