

# UNOFFICIAL COPY

97247687

Prepared by  
and Return to:

PHH MTC  
6000 Atrium Way  
Mt. Laurel, NJ  
08054



COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

97 APR 10 AM 10:00

RECORDING 33.00  
MAIL 0.50  
# 97247687

[Space Above This Line For Recording Data]

LOAN NUMBER: 9414251  
100  
390110094

ORIGINAL

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 31ST, 1997. The mortgagor is BRYAN W SZATKOWSKI, ELIZABETH A SZATKOWSKI ("Borrower"). This Security Instrument is given to PHH MORTGAGE SERVICES CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$111,200.00). 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 APRIL 01ST 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 910 NORTH ARLINGTON HEIGHTS ROAD.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITHE; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY:  
KAREN CRISPIN

which has the address of 910 NORTH ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, Illinois 60004 ("Property Address");

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Form 3014 9/90 (page 2 of 5 pages)

- TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.
- BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the title to the property to the unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.
- THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.
- UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
- Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
  - Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security instrument as a lien on the property; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage, insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 5, in lieu of the payment of mortgage insurance premiums. These items are called "Funds." Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with law.
  - Funds held by Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or Escrow items. Lender may not charge Borrower for holding and applying the Funds to pay the Funds to pay the Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or Escrow items, unless Lender holds all sums secured by this Security instrument in full of all sums secured by this Security instrument, at Lender's sole discretion.
  - 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 the acquisition of the property by Lender; third, to principal due; fourth, to any late charges due under the Note.
  - Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect this Security instrument, and leasehold payments of 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 makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the person makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 2: (a) credit against the sums secured by this Security instrument or sale of the property, (b) under the Note; (c) under the Note; (d) under the Note; (e) under the Note; (f) under the Note.

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 2, Lender shall acquire or sell the property, prior to the acquisition 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 property, except as provided in paragraph 2, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of applicable law, if any, less the amount of the Funds held by Lender at any time for the excess Funds held by Lender to make up the deficiency in no more than twelve months.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the Funds held by Lender in connection with this loan, unless applicable law provides for an independent real estate tax reporting service used by charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Lender is entitled to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall not be liable to pay Borrower any interest or earnings on the Funds held by Lender in connection with this loan, unless applicable law provides for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides for an independent real estate tax reporting service used by Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or Escrow items, unless Lender holds all sums secured by this Security instrument in full of all sums secured by this Security instrument, at Lender's sole discretion.

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 the acquisition of the property by Lender; third, to principal due; fourth, to any late charges due under the Note.

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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.

**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.

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8. Mortgage Insurance. If Lender required 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 in effect. For any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage subsequently equivalent to the mortgage insurance previously in effect, from an alternative mortgagor's insurance if available, at a cost substantially equivalent to the cost to Lender. If Lender is unable to obtain coverage subsequently equivalent to the mortgage insurance previously in effect, Lender shall pay the premium required to obtain coverage subsequently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Lender.
9. Insurance. 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 specifically requested cause for the inspection. Lender shall be entitled to inspect between Borrower and Lender or applicable law.
10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be used for the repair of the Property, or to repair damage to the Property, unless Lender and Borrower agree in writing that the sum so received by Lender shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by the Security instrument immediately before the taking, unless Borrower and Lender than the amount of the sum secured by the Security instrument shall be reduced by (b) the fair market value of the Property immediately before the taking.
- If the Property is abandoned by Borrower, or (ii), 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 of the property or to the sum secured by this Security instrument, whether or not the sum is due.
11. Borrower Not Released; Parterance By Lender Not A Waiver. Extension of the time for payment of principal or postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or changing the amount of such payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or interfere. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or interest.
12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this remedy. 13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, which regard to the terms of this Security instrument or the Note without that Borrower's consent.
- and that law is finally interpreted so that the interests 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 exceed 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 repayment without any prepayment charge under the Note.

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**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 shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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 conflicting 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 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.

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TITLE OF OFFICER

*Mary-Sub Seal*

97247687

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.

ILLINOIS Form 3014 9/98 (645g, 6 of 6 pages)  
My Commission Expires 3/4/98  
County Public, State of Illinois  
My Commission Expires 3/4/98

MY COMMISSION EXPIRES: MARY-SUB SEAL

On this, the 31ST day of MARCH, 1997, before me, the undersigned officer, personally appeared RYAN W SZATKOWSKI AND ELIZABETH A SZATKOWSKI, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

STATE OF ILLINOIS, COOK County ss:

(Space Below This Line For Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

ELIZABETH A SZATKOWSKI

RYAN W SZATKOWSKI

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [Specify]

Balloon Rider

Graduated Payment Rider

Adjustable Rate Rider

Rate Improvement Rider

Planned Unit Development Rider

Condominium Rider

Biweekly Payment Rider

14 Family Rider

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 rider(s) were a part of this Security Instrument. [Check applicable boxes] fees and costs of title evidence.

23. Waivers of Homestead. Borrower waives all rights of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

Instrument, fees and costs of title evidence.

further demand and may require immediate payment by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the rights provided in this Security Instrument by judgment, but not limited to, reasonable

notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice to Borrower to accelerate the non-exercise of a default or

the right to repossess after acceleration and the right to assert in the foreclosure proceeding that non-exercise of a default or

Security Interest, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of failure to cure the defect or before the date specified in the notice may result in acceleration of the sum secured by this Security Interest or other acceleration by notice given to Borrower; (b) the action shall result in acceleration of the date specified in the notice given to Borrower; (c) a date less than 30 days from the date the notice is given to Borrower; (d) the action required to cure the defect; and (e)

breach of any covenant or agreement in this Security Interest (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date specified in the notice given to Borrower; (b) the action required to cure the defect; and (c) a date less than 30 days from the date the notice is given to Borrower; (d) the action required to cure the defect; and (e)

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

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DROST & KIVLAHAN, LTD. AS AN AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY  
1500 W. SHURE DRIVE, SUITE 120, ARLINGTON HEIGHTS, IL 60004

ALTA Commitment  
Schedule A1

File No.: R54326

PROPERTY ADDRESS: 910 N. ARLINGTON HEIGHTS ROAD  
ARLINGTON HEIGHTS, IL 60004

LEGAL DESCRIPTION:

LOTS 5 AND 6 IN PLOCK 4 IN CONE'S SUBDIVISION OF LOTS 1 AND 2 OF THE  
SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 03-29-107-023 AND 03-29-107-024

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Property of Cook County Clerk's Office

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