

UNOFFICIAL COPY

37254329



AFTER RECORDING MAIL TO:

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

AP# HAMIE, 25564727
LN# 5564727

, DEPT-01 RECORDING \$37.50
. T00001 TRAN 8846 04/11/97 11:35:00
. 40907 & RC #--97-254329
. COOK COUNTY RECORDER

— (Space Above This Line For Recording Data) —

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 30, 1997 . The mortgagor is Zbigniew Hamielec and Barbara Hamielec, Husband and Wife

("Borrower"). This Security Instrument is given to Priority One Mortgage, AN ILLINOIS CORPORATION , which is organized and existing under the laws of the State of Illinois , and whose address is 9501 W DEVON #603, ROSEMONT, IL 60018 ("Lender"). Borrower owes Lender the principal sum of One Hundred Five Thousand Dollars and no/100 Dollars (U.S. \$ 105,000.00). 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, 2012 . 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.

13-16-127-008.

37254329

which has the address of

5545 W. Agatite
(STREET)

Chicago
(CITY)

Illinois 60630

("Property Address");

[ZIP CODE]

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

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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 amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may do notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution which is measured by a federal agency, bank, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, if such may not charge Borrower for holding and applying the Funds, unusually delaying the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies law per unit Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Units in agreement to make or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, with full charges, an annual account listing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lessor or 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 property covered by this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly mortgages insurable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, under this same, or any time, unless otherwise set forth in this Note, or if the amount of Funds due on this date of current debt does not to exceed the lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, if so, under this same, or any time, unless otherwise set forth in this Note, or if the amount of Funds due on this date of current debt does not to exceed the lesser amount.

1. **Payments of Principal and Interest:** Prepayments and late charges. Drawers shall pay when due principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains **unwritten** provisions for **restitution** and **non-damages** remedies.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and furniture now or hereafter a part of the property. All rights, easements and additio-

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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.

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8. Mortgagor. A Lender required mortgagor shall make a condition of making the loan
secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage
insurance in effect. It, 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 previously in effect, at a cost substantially equivalent to the cost to
Borrower of the mortgage insurance previously in effect, from an ultimate mortgagee in Lender
Lender. If subsequently acquired by Lender, Borrower shall pay to
Lender such mortgagor a sum equal to one-twelfth of the yearly mortgage balance paid by
Borrower when the insurance coverage is not available, Borrower approved by
Lender, if subsequently acquired by Lender, to be in effect, Lender, will accept, use and retain
these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payment may no longer be
required, at the option of Lender, if mortgage insurance coverage is obtained. For the period that
Lender (regardless of whether or not it is Lender) holds the mortgage, Lender, will collect premiums
between Borrower and Lender or applicable law.

9. Insurance. Lender or his agent may make reasonable entries upon and inspectors of the
property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable
cause for the inspection.

7. Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding in bankruptcy, probable, for condemnation or under a right of re-possessions, 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 reasonable attorney fees and metering costs to make repairs. Although Lender may take action under the terms of the mortgage, 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 until payment in full.

Interest upon notes from Lender to Borrower requested by Lender.

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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.

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20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, or storage of any substances of 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 in a quantity not exceeding the amount necessary to furnish the services of the Note.

19. **Sale of Notes; Changes of Loan Servicer.** The Note or a partial interest in the Note (together with the 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 the Security Instrument. There also may be one or more changes of the loan servicer under the Note to a sale of the Note. If there is a change of the loan servicer, Borrower will be given written notice will also contain any other information required by applicable law.

20. **Borrower's Right to Retainee.** If a Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest and all documents related thereto prior to the earlier of: (a) 60 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 entitling a (or such other creditor as applicable law may specify for reinstatement) to pay all amounts due under the Note plus all expenses incurred in enforcing this Security Instrument. These conditions are that Borrower has delivered or mailed within which time the Note was not paid or satisfied; (c) pays all expenses incurred in enforcing this Security Instrument, any other coverments or agreements; (d) takes such action as Lender may include, but not limited to, reasonable attorney fees; and (e) pays all expenses incurred in enforcing this Security Instrument and the Note as no additional sum which then would be due under the Note plus all expenses incurred in enforcing this Security Instrument. Those conditions are that Borrower fails to pay these sums prior to the date the Note was not paid or satisfied; (f) pays all expenses incurred in enforcing this Security Instrument and the Note as no additional sum which then would be due under the Note plus all expenses incurred in enforcing this Security Instrument.

21. **Borrower's Right to Retainee.** If a Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest and all documents related thereto prior to the earlier of: (a) 60 days from the date the note is delivered or mailed within which time the Note was not paid or satisfied; (b) entry of a judgment entitling a creditor to pay all amounts due under the Note plus all expenses incurred in enforcing this Security Instrument; or (c) 30 days from the date the note is delivered or mailed within which time the Note was not paid or satisfied.

22. **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 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 or render the Note unenforceable. To the extent that the Note is declared to be severable, and the provisions of this Security Instrument and the Note are declared to be severable,

23. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notices 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.

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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 this date specified in the notice may result in acceleration of the sums secured by this Security Instrument to 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.

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 | |

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FORM 3014 B/80

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
188/CNDL / 188A/REGS) BASED 6/88

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66. COMMERCIAL FEDERAL BANK
Navy Public State of Illinois

1100 W. Grand 18th Floor
Address: 4242 N. Hartman Avenue
Norridge, IL 60634

The autoradiogram was prepared by: Gene Tatera

My conclusion explores:

Given under my hand and affixed seal, this 30th day of January, 1857.

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 therein set forth.

STATE OF IL **Book** County set: **11**
[Space below line for acknowledgment]

BORROWER
(SEAL)

-BORGOWER
-SEAL

-BORROWER
(SEAL)

-BORROWER
(SELLER)

SARBARA HAMILTEC
BARRPOWER
(SEAL)

Big Island Hamitec
-BROWNSON
-SEAL

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN PAGE 1 THROUGH 6 OF THE SECURITY INSTRUMENT AND IN ANY FILER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

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LOT 46 IN WILLIAM H. BRITIGAN'S FIRST ADDITION TO PORTAGE PARK, A SUBDIVISION OF SUNDRY LOTS IN BLOCKS 1, 2 AND 3 IN BRYANT AND BOSWELL'S SUBDIVISION, A SUBDIVISION OF THE WEST 1/3 OF THE SOUTH 1/2 OF LOT 6 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF BLOCK 3 IN DYMOND'S HOMESTEAD SUBDIVISION OF THE EAST 2/3 OF THE SOUTH 1/2 OF LOT 6 IN SCHOOL TRUSTEE'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

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