

# UNOFFICIAL COPY

97305476

DEPT-01 RECORDING \$31.00  
147777 TRAN 1442 05/01/97 09:50:00  
36987 # DR \*-97-305476  
COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 7TH, 1997**  
The mortgagor is **ANNA ZATLOKA, A WIDOW,**

**COMMUNITY SAVINGS BANK**

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is

**4801 W. BELMONT AVENUE - CHICAGO, ILLINOIS 60641**

("Lender"). Borrower owes Lender the principal sum of

**FIVE THOUSAND AND 00/100**

Dollars (U.S. \$ **5,000.00**). 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

**MAY 1ST, 2002**

. 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 THREE (3) IN MASON AND E. J. SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF (N-1/2) OF THE SOUTH HALF (S-1/2) OF THE WEST HALF (W-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION THIRTY (30), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 996 FEET (EXCEPT THAT PART THEREOF FALLING IN STREET) IN COOK COUNTY, ILLINOIS:**

PERMANENT INDEX NUMBER: **13-30-138-030.**

which has the address of

Illinois **60634**

**2908 N. SAYRE AVENUE**  
[Street]

[Zip Code] ("Property Address");

**CHICAGO**  
[City]

**BOX 331**

**ILLINOIS**- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1878 (9202)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-530-9393 □ FAX 616-791-1131  
*31/Jan*

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**5. Hazard or Property Insurance.** Bottower 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, floods or flooding, for which lender requires insurance. This insurance shall be maintained in the amounts and for the

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) consents in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the lien by, or defers against enforcement of the lien in a manner acceptable to Lender; (c) secures from the Lender an agreement in writing which in the Lender's opinion operates to prevent the lien by, or defers against enforcement of the lien in a manner acceptable to Lender; (d) pays all amounts due under this instrument, and (e) pays all costs of the action or proceeding, including attorney's fees, if any, and all other expenses of the action or proceeding.

4. **Chargers; Divers;** Borrower shall pay all taxes, assessments, charges, times and expenses and incidental to the property which may accrue prior to 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 full 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly release and to Borrower any Funds held by Lender 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.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to the Secretary of the Commonwealth for the amounts so held.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an entity) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Lender for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest in the Funds and applies law permits 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. Lender is liable to pay a fee for services rendered by Lender, unless Lender agrees to pay the fees in advance. Lender shall be liable to the Fund for all sums secured by this Security Instrument.

2. Funds for Taxes and Insurance. Subsidiary payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leases held by lessees and assessees of 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 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 attach priority over this Security instrument as a lien on the Property; (b) yearly leases held by lessees and assessees of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. Lender may collect the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Tax or otherwise in accordance with applicable law.

**I. 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.

**UNIFORM GOVERNANTS.** Betterower and Leenderseveneraai and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants will limit variations by jurisdiction to constitute a uniform security instrument covering real property.

**BOKROWEK COVENANTS** until Borrower is lawfully seized of the estate hereby conveyed and has the right to recover damages and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security Instrument. All fixtures now or hereafter in part or entirety in the property, All equipment and addenda shall also be covered by this Security Instrument.

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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.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Single Family - Family/Freddie Mac UNIFORM INSTRUMENT - Uniform Conventions 9/90 (page 4 of 6 pages)

18. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as

remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any Secuity Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

20. Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of

this Security Instrument. Without written consent, Lender may, in his opinion, require immediate payment in full of all sums secured by 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 invoke any interest in the Property or any interest in

21. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any interest in

22. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

23. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the paragrahp.

24. Jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

25. Conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note can

be declared to be severable.

26. Lender's address. Lender designates by notice to Borrower, Any notice given to Lender will be provided in this Security Instrument shall be deemed to have been given to Borrower or Lender within fifteen days of the Note and the law of the paragrahp.

27. Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing to Lender's address unless otherwise specified in the Note.

28. Mailing by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property

29. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by prepayment charge under the Note.

30. Waiver of reduction in principal. The reduction will be treated as a partial prepayment without any charge to Borrower. If a reduced reduces principal, the reduction will be made by making a

31. Waiver of exceed the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced to the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce

32. Waiver of loan exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection

33. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

34. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

35. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

36. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

37. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

38. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

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41. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

42. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

43. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

44. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

45. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

46. Waiver of exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce

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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 title evidence.

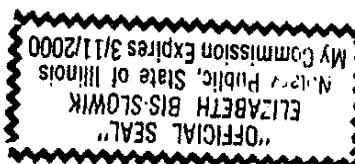
**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 301A 9/90 (page 6 of 6 pages)



4801 WEST FAIRmount AVENUE  
CHICAGO, ILLINOIS 60611  
COMMUNITY SAVINGS BANK

This instrument was prepared by Notary Public

Notary Public

BOX 331

My Commission expires:  
**LOAN NO. 1938-9-6**

Given under my hand and official seal, this

forth.

7TH

day of APRIL, 1997

and delivered the said instrument as **HER** free and voluntary act, for like cases and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **SHE** signed

, personally known to me to be the same person(s) whose name(s) **IS**

do hereby certify that **ANNA ZATLOKA, A MEDIUM**,

, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS, COOK

## 1. THE UNDERSIGNED

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

XXXXXX

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

Other(s) (specify)

- |  |   |   |
|--|---|---|
| <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      |

[Check applicable box(es)]

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.

24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with

