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BUTTER BYTTLE

MILY CAVINGS BANK

6801 W. BRANCE AV., CHICAGO, HARMOIS 60641

DEPT-01 RECORDENS

631.00

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1903 + CG #-97- \$37517

COUR COUNTY RECORDER

MORTGAGE

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THIS MORTGAGE ("Security hish umena") is given on APRIL 29, 1997 ERICHIEN N. QUEECKI AND ALICIA GORECKI, MIS WIFE,

. The mortgagor is

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

COMMUNICATION BANK

which is organized and existing under the laws of THE STATE OF CAMOIS address is 4001 W BREMOWY AV CHICAGO, ILLINOIS 60641-4399

, and whose

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

THE MUMEURED THEFFIT TROUBAND AND 90/100

120,000.00 Tellers (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Society Patrument ("Note"), which provides for minutely payments, with the full debt, if not paid earlier, due and payable on APRIL (11, 2012

This Security Instrument accures 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, are rood under paragraph 7 to stellick the security of this Security Instrument; and (c) the performance of Borrower's covered agreements under this Socially Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and covery to Lender the following County, Illinois: described property located in COOK

MOT RIGHT (6) IN UNIT HUNER ONE (1) IN CAROLINE HIGHLANDS, REING & DIVISION OF THE RAST SEVEN HUMBERD RIGHTY (780) PRET OF THE HORTH HISETERN AND ONE-HALF (19-1/2) ACRES OF THE SOUTHERST QUARTER (SR-1/4) OF THE SOUTHWEST QUARTER (SH-1/4) OF SECTION EIGHT (8), TORREST PORTY-THO (42) MOREN, RANGE STAVEN (11), MAST OF THE TRIED PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIMOTS;

Parced SD #: 03-08-307-001-0000 ich has the activess of S E. EKHRY STREET, ARLINGTON HEIGHTS (Zip Cade) ("Property Address") 60004

LENESSIC STREETS OF THE WET FORTH 3014 9/90

MORTOAGE PORMS - GCCH521-7291



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TOXIETHER WITH all the improvements now or hereafter erected on the property, and all casements, appartenances, and finites now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

BURROWER COVENANTS that Burrower is lawfully soised of the existe hereby conveyed and has the right to mortgage, great and convey the Property and that the Property is uncuclambeted, except for encumbrances of record. Burrower warrans 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:

1. Payment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any propayment and into charges one under the Note.

A Funds for Town and Insurance. Subject to applicable law or to a written waiver by Lender, Bottower shall pay to Leader 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 assextments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rests. A the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly acceptance insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the partitions of property is lien of the payment of montgage insurance premiums. These items are called "Encrow Items." Leader may, at any corp. collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage load any equire for Borrower's excrew account under the federal Real Enate Settlement Procedures Act of 1974 as amended from time to down, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lester amount. If so, Leader 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 lasts of current data and reasonable estimates of expenditures of funne Engrow Berns or otherwise in accordance with applicable law.

The Punch shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or emity (including Lender, if Lender is such an institution) or in any Federal Home Louti Bank. Lender shall apply the Funds to pay the Encow Items. Leader may not charge Borrower for holding and applying the Funds, annually analyzing the encow account, or verifying the Encow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate tax reporting service usual by Lender in connection with this loan, unless apply and law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or entraings on the Funds. Borrower and Lender shall give to Borrower, 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 didner to the Funds was unde. The Funds are pledged as additional account for the Funds street by this Security Instrument.

If the Fands held by Lender exceed the amounts permitted to be held by explicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the account of the Funds held by Lender at any time is not sufficient to pay the Encrow Items when due. Lender may so notify Borrower in writing, and, in such case Borrower that pay to Lender the amount necessary to make up the deficiency. Borrower shall on he up the deficiency in no more than tunder anoughly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Londer. 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 regime the sums secured by this Security Instrument.

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

4. Charges; Liene. 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 tents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph.

Borrower shall promptly discharge any lien which has priority over this Socurity Instrument unless Borrower: (a) agrees in taking to the payasses of the obligation accured 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 authorization of the lien; or (c) accures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Socurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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this Security Instrument, Leader may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or maps of the actions set forth above within 10 days of the giving of notice.

S. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erocted on the Property Insured against less by fire, hazards included within the term "extended coverage" and any other bazards, including flowles 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 outloop, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All immanon 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 publications and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Leather stray make proof of loss if not made promptly by Borrower.

United Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property during a if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or regair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same accused by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not excess 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 same accused by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrowe' otherwise agree in writing, any application of proceeds to principal shall not extend or purpose the due date of the manual responses referred to in paragraphs 1 and 2 or change the amount of the payments. If make gaungraph 21 the Property is activity 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 some accurred by this Security Instrument

formalisticly prior to the acquisition.

Occupancy, Preservation, Maintenance (no) Protection of the Property; Borrower's Long Application; Leaveholds. Removes shall corapy, establish, and use the Property's Sorrower's principal residence within sixty days after the execution of his Security fustrument and shall combine to occupy (a) Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in wating which consent shall not be unreasonably withheld, or unless extensating circumstances exist which are beyond Borrowe, 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 Least, a good faith judgment could result in forfeiture of the Property or otherwise santonally impair the lien created by this Security information Lender's security interest. Borrow's may case such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling ut, in Leader's good faith determination, preclades forfeitme of the Borrow a's interest in the Property or other material ignment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if histower, during the loan application process, gave materially false or inaccurate influencies or statements to Lender (or failed to stratile Lender with any material information) in connection with the loan evidenced by 🌤 Note, including, but not limited to, supresuntations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a shold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Proporty, the bundledd 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 rear extents contained in this Borrower, buttreases, 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's may do and pay the whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying may seems necessed by a lien which has priority over this Security Instrument, appearing in court, paying maintable atterneys' fees and entering on the Property to make require. Although Lender may take action under this paragraph

7. Louder does not have to do so.

Any amounts distanced by Lender under this paragraph 7 shall become additional debt of Bogrower secured by this Society Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of distancement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting autumnt.

8. Mortgage hourance, if Lender required mortgage insurance as a condition of making the loan sectord by this Security Sustances. Surrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the sustance insurance coverage required by Lender lances or ceases to be in effect, Borrower shall pay the premiums required to

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chain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Remover of the mortgage insurance previously in effect, from an absenue 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 insurance. Loss reserve 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 sha's pay the parameter 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. Emperison. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader shall give Bossower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

19. Configuration. The proceeds of any award or claim for damages, direct or consequential, in connection with any configuration or other taking of any part of the Property, or for conveyance in lieu of confermation, are bereby assigned and shall be print to conveyance.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accured by this Security Instrument, whether or not down 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 was about the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument which be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums accured as mediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums accured immediately before the taking is less than the amount of the sums accured immediately before the taking, unless Borrower and Lender where the agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums accured by this Sec wity instrument whether or not the sums are then due.

If the Property is abandoned by Borrows, it is, after notice by Lender to Borrower that the condemnor offers to make an award or notice a claim for damages. Borrower (20), 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 accused by this Security Instrument, whether or not then the.

Unless Lender and Borrower otherwise agree in witting, any application of proceeds to principal shall not extend or possions the due dute of the mountary payments referred to in paragraphs 1 and 2 or change the amount of such payments.

It. Durrower Not Released: Forbestrance By Lender Not a Visiver. 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 and operate to release the liability of the original Borrower or Borrower's excessors in interest. Lender shall not be required to commone proceedings against any successor in interest or refuse to extend that he payment or otherwise modify amortization of the same secured by this Security Instrument by reason of any demand make by the original Borrower or Borrower's successors in interest. Any furbaneous by Lender in exercising any right or remain default not be a waiver of or preclude the ottestion 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 Borrows; subject to the provisions of patagraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrows who co-signs this Security Instrument only to moving a consigns this Security Instrument only to moving a constant and convey that Economer's interest in the Property under the terms of this Security Instrument; (b) is not personally cold pand to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend readily, forber or make my accommodations with regard to the terms of this Security Instrument or the Note without that Borrow's consent.

13. Least Changes. If the four 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 four exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge of the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to a buttower. Leader thay choose to make this refund by reducing the principal owed under the Note or by making a direct component to Borrower. If a refund seduces principal, the reduction will be treated as a partial prepayment without any programment charge under the Note.

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 small unless applicable law requires use of another method. The notice shall be directed to the Property Address on any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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Leader's address stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Leader 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 in according.

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

27. 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 Leader's prior written consent. Lender may, at its option, require immediate payment in full of all sums sectored by this Sectify 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 Lexact kereines this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of act 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 re-nedies permitted by this Samply instrument without further notice or demand on Borrower.

28. Borrower's to Reinstate. If Borrower moets certain conditions, Borrower shall have the right to fave confinement of this Security in trument discontinued at any time prior to the earlier of: (a) 5 days for such other proof as applicable law may specify for reinstatement) before sale of the Property personant to any power of sale contained to this Security Instrument. Those conditions are that Borrower: a rays Leader all sums which then would be the sweler this Security Instrument and the Note as if no acceleration had occurred. (b) come any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument and did takes such action as Leader may reasonably require a mane that the lieu of this Security Instrument, Leader's highs in the Property and Borrower's obligation to pay the sums security that the lieu of this Security Instrument. Leader's highs in the Property and Borrower's obligation to pay the sums security that the decay is instrument while continue anchonged. Upon reinstatement by Borrower, this Security Instrument will recall upply in the case of acceleration under paragraph 17.

29. Sale of Note; Change of Loan Servicer. The Note of a partial interest in the Note (together with this security fundament) may be said one or more times without prior notice of formower. A sale may result in a change in the ontity in the one of the Loan Servicer of the Loan Servicer ourelated 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 next and address to which payments should be reade. The notice will also contain an other tadings and on the next contain an other tadings and the next contain an other tadings.

28. Hazardous Salutances, Borrower shall not cause or permit the presence, as a disposal, storage, or release of Eminadous Sabatances 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 see, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate? A small amidential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawar's resolver action is any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Univironm 1887 Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that may removal or other remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall proceptly take all mocessary respected actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Estriconnectal Law and the following substances: gasoline, kerusene, other flammable or toxic petroleum produce. Ioxic petroleum produce, materials containing asbestos or formaldebyde, and radioactive materials. As med in this paragraph 20, "Environmental Law" areans federal laws and laws of the jurisdiction where the Property is looked first solute to health, safety or environmental protection.

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

21. Acceleration: Remedies. Louder shall give antice to Survower prior to acceleration following Burrower is breach all may coverant or agreement in this Security Instrument (but not prior to acceleration under puragraph 47 unless

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TO, GROOM LAND

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ficults how gravides officewise). The motice shall specify: (a) the default; (b) the action required to cure the default; (c) a diste, and less than 30 days from the date the notice is given to florrower, by which the default smeet be cared; and (ii) that fallers to care 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 with Burrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the mediatence of a definalt or any other defense of Borrower to acceleration and foreelesters. If the definalt is not cured up or infine the date specified in the notice. Leader, at its option, may require immediate payment in full of all some notated by this Security instrument without further drawned and may forechose this Security hentrument by justicial graculating. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided to this paragraph ing, but not limited to, remonable attorneys' fees and costs of title evidence.

BY SIGNING BELOW, Bostower and recorded with it. Witnesses: (Scal) Resource: (Scal)	1-4 Family Rider Bissockly Payment Rider Second Home Rider
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and and defivered the said instrument as THERE free and wohntary act, for the	uses and purposes therein set for
Given trader my hand and official scal, this 2928 day of APRIL.	, 1997 .
Commission Expires:	THE REAL PROPERTY AND ADDRESS OF THE PARTY O
Model Main OFFICIAL LINDA M. P.	SEAL

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