

Loan No. BAR-0061003031  
Instrument Prepared by:  
KIM COKLEY  
Record & Return to  
HARRIS TRUST AND SAVINGS BANK  
201 S. GROVE AVENUE  
BARRINGTON, IL 60010

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**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on June 1st, 1998  
The mortgagor is CHRISTOPHER WITEK AND BETH WITEK, HIS WIFE AS JOINT TENANTS

(("Borrower"). This Security Instrument is given to  
HARRIS TRUST AND SAVINGS BANK, which is organized  
and existing under the laws of THE STATE OF ILLINOIS, and whose address is  
111 W. MONROE STREET CHICAGO, ILLINOIS 60669 ("Lender").

Borrower owes Lender the principal sum of One Hundred Fifty Nine Thousand and 00/100  
Dollars (U.S. \$ 159,000.00). 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 July 1st, 2029. 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 fol-  
lowing described property located in COOK County, Illinois:

LOT 65 IN BROOK HILLS WEST P.U.D. UNIT 2, BEING A SUBDIVISION IN  
SECTIONS 30 AND 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 27-30-316-004

which has the address of 17441 WESTBROOK DRIVE, ORLAND PARK  
Illinois 60402- ("Property Address");

ILLINOIS - Single Family - Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT  
GIS Form 3014 (6J16)

Initials (P) (B)  
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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. All of the foregoing is referred to in this Security Instrument as the "Property".

**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.

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; 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.

**2. 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 attain priority over 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 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, 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 applicable law.

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 institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable 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. Unless an agreement is made 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, 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.

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 so 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.

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

Initials

*[Handwritten initials]*

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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

loanhold and the fee shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, in connection with the loan evidenced by the Note, including, but not limited to, representations concerning also or inaccurate information or statements to Lender (or failed to provide Lender with any material information) security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially forest in the Property or other material impairment of the lien created by this Security Instrument or Lender's to be classified with a ruling that, in Lender's good faith determination, provides forfeiture of the Borrower's in- Borrower may cure such a default and reinstatement, as provided in paragraph 18, by causing the action or proceeding Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the wise agrees in writing, which consent shall not be unreasonably withheld, or unless exceptional circumstances Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender other residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan**

lent of the sums secured by this Security Instrument immediately prior to the acquisition. policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the ex- the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance lend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not ex- whether or not then due. The 30-day period will begin when the notice is given. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument. Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds, any excess paid to Borrower. If Borrower abates the Property, or does not answer within 30 days a notice from insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage the Property in accordance with paragraph 7.

maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to tained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be main- other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be main- orted on the Property insured against loss by fire, hazards included within the term "extended coverage" and any

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

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

Borrower shall promptly furnish to Lender receipts evidencing the payments. that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly fur- nish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly,

John Nuthour: \_\_\_\_\_  
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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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of the 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.

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 the Security Instrument.

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

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.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Property address or any other address Borrower designates by notice to Lender. Any notice shall be direct or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be deemed to have been given to Borrower or Lender as provided in this paragraph.

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 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 prepayment without any prepayment charge under the Note.

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.

Loan Number: BAR-0061003031 or remedy.

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BETH WITEK (Soal) Borrower

CHRISTOPHER WITEK (Soal) Borrower

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.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home 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 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)).

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Security 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 release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs. 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

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 applicable law.

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:

Loan Number: BAR-0061003031

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
[Space Below This Line For Acknowledgment] \_\_\_\_\_

STATE OF ILLINOIS, *Cook*

County ss:

*I, the undersigned*  
a Notary Public in and for said county and state, do hereby certify that  
CHRISTOPHER WITEK AND BETH WITEK, HIS WIFE AS JOINT TENANTS

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *1st* day of *June*, 1998

My Commission expires: *6/1/00*

*Denise Papendik*  
\_\_\_\_\_  
Notary Public

