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Mail To: Box #352

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1998-06-25 15:11:14
Cook County Recorder 31.00

1113146



Home Equity Loan

Mortgage Loan Number: 1110205957026

THIS MORTGAGE ("Security Instrument") is given on June 10, 1998. The mortgagor is
GREGORY T KOTRBA AND LINDA KOTRBA, HIS WIFE

(*Borrower").

This Security Instrument is given to The First National Bank of Chicago, which is a National Bank organized and existing under the laws of the United States of America, whose address is One First National Plaza, Chicago, Illinois 60670 ("Lender"). Borrower owes Lender the principal sum of Eleven Thousand and Two Hundred Nine and 07/100 Dollars (U.S. \$ 11,209.07). 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 07/01/2003. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 61 IN HARRY M QUINN'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No.: 192634302

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which has the address of 7731 S REILLY TER CHICAGO, IL 606521839
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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. There is a prior mortgage from Borrower to FIRST CHICAGO NED MORTGAGE dated 03/22/93 and recorded with the COOK County Recorder of Deeds on 03/29/93 as document number 93230296. ("Prior Mortgage"):

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a 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. Application of Payments. Unless applicable law provides otherwise, all payment received by Lender under paragraph 1 shall be applied; first, to accrued interest; second, to past due insurance; third, to current billed insurance; fourth to past due principal; fifth, to current billed principal; sixth, to charges; seventh, to principal due; and last, to accrued but unbilled insurance.

3. 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 them on time directly to the person owed payment. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument except for the Prior Mortgage 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 forfeiture of any part of the Property; 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 except for the Prior Mortgage, 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 with 10 days of the giving of notice.

4. Hazard 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 6.

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.

9. Borrower's Note Redacted: 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 successor in interest. Lender shall not be required to commence proceedings against or otherwise modify amortization of the sums secured by this Security instrument by reason of any default made by the original Borrower or Borrower's successor in interest, Lender shall not be required to commence proceedings against any successor in interest of the sums secured by this Security instrument to release the original Borrower or Borrower's successor in interest.

10. Successors and Assigns: Joint and Several Liability; Co-signers. The covenants and agreements of any nature contained in this Security instrument shall not be a waiver of or remedy by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Loan Covenants. If the loan secured by this Security instrument is subject to a law which may limit the amount of 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 principal owed under the Note or by making a direct payment to Borrower. If a refund reduces the principal owed under the Note or by making a partial payment without any prepayment charge, the principal owed under the Note or by making a direct payment to Borrower. Lender may make this refund by reducing excessed permitted limits, while reducing the charge to the permitted limit; and (b) any sums already collected from Borrower amount necessary to reduce the charge to the permitted limit.

12. Taxation and Affection Lender's Rights. If a covenant or condition of applicability laws has the effect of rendering any provision of the Note or this Security instrument unenforceable according to its terms, Lender, at his option, may require immediate payment of all sums secured by this Security instrument and may invoke any remedy permitted by paragraph 29. If Lender takes the steps specified in the second paragraph of paragraph 16,

13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless applicable law requires use of another method. This Security instrument shall be governed by federal law and the law of the State of New York.

14. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the State of New York. Any conflict of law provision in this Security instrument shall be deemed to have been given to Borrower or Borrower's prior written consent. Lender's option shall not be exercised by Lender if exercise is prohibited by federal law as provided in this paragraph.

15. Borrower's Copy. Borrower shall be given one conforming copy of the note and of this Security instrument and the Note are declared to be severable.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or 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 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 provided in this paragraph.

17. Lender's Remedies. Lender may invoke any remedies permitted by this Security instrument without further notice or demand on sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period of non payment, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 without further notice or demand.

18. Lender's Remedies. Lender may invoke any remedies permitted by this Security instrument without further notice or demand on sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period of non payment, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 without further notice or demand.

Report of the Property or to the sums secured by this security instrument, witness of the date
unless otherwise agree in writing, any application of proceeds to principal shall not
exceed or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such
payments.

before the taking. Any balance shall be paid to Boltowever.

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, 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.

with any condominium or other tenancy of any part of the Property, or for convenience in the use of common areas, are hereby assigned and shall be paid to Lender.

7. Inspectors. Inspector of this Agreement may make reasonable entries upon and inspect premises in the property. Such entry shall give Borrower notice at the time of or prior to an inspection specifically cause for inspection.

Leader to Botower rehessing payment.

All things being equal my take action under this paragraph 6, Lender does not have to do so.

5. Presenteation and Valuematance of Property; Borrower's Application; Leaseholders. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. Borrower shall be in default if any tortious action or proceeding, whether civil or criminal, is begun 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 rescind, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith judgment, is not in the best interest 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 rescind, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith judgment, is not in the best interest 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 rescind, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith judgment, is not in the best interest of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest.

Unless Lennder and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed Lennder and Borrower's otherwise agreed upon amount.

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.

measured; in the transaction of which is not accompanied by either a deposit or a withdrawal, the measure of the balance shall be applied to the sums secured by this Security instrument, whether or not such an excess occurs.

Repair of the Property damaged, if the restoration or repair is economically feasible or Landlord's security would be lessened, the lessened.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or

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

21. **Lender in Possession.** Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that is not prior to acceleration under paragraphs 12 and 16 unless specifically 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, judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to remanage assets, acceleration and the right to assert foreclosure. If the default is not cured on or before the date specified in the notice, either at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose on this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorney fees and costs of title evidence.

19. **No Defaults.** The Borrower shall not be in default of any provision of the Prior Note(s) or any other note(s) secured by the Property.

Borrower shall prominently give five copies written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or environmental contamination or remediation of any kind to each of the parties to this Agreement.

18. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances that are in violation of any Environmental Law. The preceding two sentences shall not apply to the processing, use, storage or handling of small quantities of Hazardous Substances that are generally accepted by the Proprietor of the Premises or to the transportation uses and/or substances of the Borrower.

17. Barrower's Right to Reinstatement of this Security Instrument. If Barrower meets certain conditions, Barrower shall have the right to have 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) carry of a judgment concerning this Security Instrument. Those conditions are that Barrower: (a) pays Lender all sums which when paid under this Security Instrument and the Note had no acceleration 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 attorney fees; and (d) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument is reinstated. Lender's rights in the Property and Barrower's obligations under this Security Instrument shall remain in full force and effect until the date of payment in full of all amounts due hereunder.

Mortgage

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ILLINOIS

LIVADA JAMES

CHICAGO SEAL

My Commission expires:

Given under my hand and official seal, this 22ND day of JUNE 1998.

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

GEORGY T KOTRA AND LINDA KOTRA HIS WIFE

certify that
1. Notary Public in and for said county and state, do hereby

STATE OF ILLINOIS Cook County ss:

Office First National Plaza Suite 0203, Chicago, IL 60670
The First National Bank of Chicago
This Document Prepared By: KARA B MCNAMEE

(Space Below This Line For Acknowledgment)

Borrower: LINDA KOTRA

X Linda Kotra
Borrower GEORGY T KOTRA

GEORGY T KOTRA AND LINDA KOTRA HIS WIFE

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 the Security Instrument.