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1998-07-17 14:58:25
Cook County Recorder 33.00

MAIL TO → BOX 352

1130780

This instrument was prepared by: STEFAN, DONNA

REPUBLIC BANK

RESIDENTIAL POST CLOSING

(Name)

1400 66TH STREET NORTH SUITE 300, ST. PETERSBURG, FL 33710

(Address)

MORTGAGE

THIS MORTGAGE is made this 13th day of JULY 1998, between the Mortgagor, RANDY GOLINSKI, UNMARRIED MAN AND DEBRA FARRELL, UNMARRIED WOMAN

(1130780)

(herein "Borrower"), and the Mortgagee, REPUBLIC BANK DBA FLAGSHIP MORTGAGE SERVICES, a corporation organized and existing under the laws of THE STATE OF FLORIDA, whose address is 111 SECOND AVENUE NE, ST. PETERSBURG, FL 33701

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 74,000.00, which indebtedness is evidenced by Borrower's note dated JULY 13, 1998 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on AUGUST 01, 2018;

TO SECURE to Lender the repayment of indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 6015 CAROL STREET

(Street)

MORTON GROVE

(City)

Illinois

60053

(Zip Code)

(herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

ALR 11-26-11/95 3003

Initials RF DF

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LOAN ID: 30340848

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums

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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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration has occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Randy Golinski

RANDY GOLINSKI Borrower

Debra Farrell

DEBRA FARRELL Borrower

STATE OF ILLINOIS, COOK County ss:

I, Debra J. Broughton, a Notary Public in and for said county and state, do hereby certify that RANDY GOLINSKI AND DEBRA FARRELL personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of July, 1998.

My commission expires: 7/28/00

Debra J. Broughton

Notary Public



(Space Below This Line Reserved For Lender and Recorder)

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This rider is made this 13th day of JULY, 1998 and is incorporated into and deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (Security Instrument) of the same date given by the undersigned (the "Borrower(s)") to secure the Note to REPUBLIC BANK DBA FLAGSHIP MORTGAGE SERVICES

(the "Note Holder") of the same date and covering the property described in the Security Instrument and located at:

6015 CAROL STREET
MORTON GROVE, IL 60053

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, I/we further covenant and agree to the following provisions:

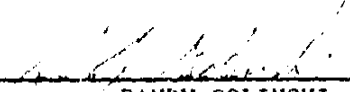
A. The term "Loan-to-value Ratio" ("LTV") shall mean the aggregate original principal balance of all outstanding mortgages encumbering a property divided by the Appraised Value of such property. The "Appraised Value" shall be the value set forth in an appraisal report made no more than six months before the exercise of any rights the Borrower has acquired in this instrument.

B. The Security Instrument securing this Note and the lien thereof, which encumbers the Property described in said Security Instrument, shall apply to property hereafter acquired by the original Borrower subject to the terms herein, provided that new property is the Borrower's primary residence.

C. The Borrower shall have the option to assign all of its obligations and agreements under this Note to a third party, provided that the following conditions are met: (i) the Borrower is not in default hereunder and under the related Note, (ii) the assignee meets the Note Holder's then current lending criteria, (iii) to the extent permitted by applicable law, Note Holder shall receive a reasonable fee as a condition of loan assumption, (iv) the LTV of the Property is no greater than 125% of the Appraised Value and (v) the Borrower, the Note Holder and the assignee enter into an assignment of the Security Instrument and an assumption of the note, each in form and substance acceptable to the Note holder.

D. The borrower shall also have the option to transfer the lien of the Security Instrument to new property. The lien of the Security Instrument shall be automatically released with respect to the Property described in this security instrument and shall apply to the Borrower's new property, provided that the LTV of the Borrower's new property does not exceed 125%. Additionally, the Borrower shall be subject, but not limited to the following conditions: (i) the loan evidenced by the note and the addendum to the note must be current, (ii) the Borrower must provide proof of ownership of the new property, (iii) the new property must qualify under the Note Holder's then current lending guidelines (iv) the appraisal on which the LTV calculation is based must be current, (v) all documents required to complete the transfer must be executed, (vi) the new property must be located in a state where Note Holder can lawfully lend. The following fees may be charged to the Borrower at the time the lien is transferred to the new property: (i) a transfer fee not to exceed 2.00% of the existing principal loan balance at the time of the transfer, (ii) a third party appraisal fee, and (iii) any incidental fees and/or costs associated with the transfer of the lien to the new property. The incidental fees may be, but are not limited to release and recording fees, title fees, closing fees and delivery costs.

In Witness Whereof, Borrower(s) has/have executed this rider,


Borrower RANDY GOLINSKI

Borrower


Borrower DEBRA FARRELL

Borrower

Loan ID: 30340848

SCHEDULE A

SITUATED IN THE COUNTY OF COOK , IN THE STATE OF ILLINOIS,
TO WIT:

LOTS 4 AND 5 IN BLOCK 2 IN DEMPSTER AUSTIN HIGHLANDS
BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4
OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P. I. N. 10-20-108-010