

# UNOFFICIAL COPY

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1998-09-01 13:00:51

Cook County Recorder 47.00

## AFTER RECORDING MAIL TO:

LaSalle Home Mortgage  
Corporation  
1350 E. Touhy Ave. Suite 160W  
Des Plaines, IL 60018

AP# OLSZEW, T7116616  
LN# 7116616

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 27, 1998. The mortgagor is Tadeusz Olszewski, Married To, Małgorzata Olszewski,\*\*\*

14

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B., A Corp. of the United States of America, which is organized and existing under the laws of The United States of America, and whose address is 4242 N. Harlem Ave., Norridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Sixty Three Thousand Dollars and no/100 Dollars (U.S. \$ 63,000.00). 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 March 10, 2022. 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:

UNIT NUMBER 3-W IN THE 3143 NORTH NASHVILLE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE NORTH 6 FEET OF LOT 9 ALL OF LOT 10 AND THE SOUTH 4 FEET OF LOT 11 IN CLARENCE E. NEUBAUER'S RESUBDIVISION OF LOT 8 IN THE SECOND ADDITION TO MONT CLARE GARDENS BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THAT PART TAKEN FOR RAILROAD) IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98349516, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTREST IN THE COMMON ELEMENT IN COOK COUNTY, ILLINOIS.

\*SEE ATTACHED FOR COMPLETE LEGAL  
\*\*\* MAŁGORZATA OLSZEWSKI, IS SIGNING THIS DOCUMENT SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD RIGHTS.

13-30-204-042-0000 ,

C.T.I.C.

98083741  
775700420f2  
Chicago J.which has the address of 3143 North Nashville Unit 3-W  
(STREET)Illinois 60634 ("Property Address");  
(ZIP CODE)ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0894/3014(0990)-L PAGE 1 OF 8

FORM 3014 9/90

BOX 333-CTI

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FORM 3014 9/90  
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISG/CMDTL//0894/3014(0990)-L PAGE 2 OF 8

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to account to the Funds held by Lender at any time is not sufficient to pay the Escrow items when due. Lender's account to the Funds held by Lender for the excess Funds in accordance with the requirements of applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to account to the Funds held by Lender at any time is not sufficient to pay the Escrow items when due. Lender

the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debts to the Funds and the purpose for which each debt to accounting of the Funds, shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual statement of interest or earnings on the Funds. Borrower and Lender may agree in writing, however, pay Borrower any interest or applicable law requires interest to be paid, Lender shall not be required to unless an agreement is made or applicable law provides otherwise. 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 otherwise provided in the Escrow items. However, Lender pays Borrower interest on the Funds and applies it to make such a charge. Lender pays Borrower interest on the Funds, annually, or verifying the Escrow items, unless Bank, Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding 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 instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan

The Funds shall be held in an institution whose depositors are insured by a federal agency. 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. Lender may estimate under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, 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. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, maximum amount a lender may, at any time, collect and hold Funds in an amount not to exceed the called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of, the payment of mortgage insurance premiums. These items are mortgage insurance premiums, (a) any sums payable by Borrower to Lender, in accordance with (c) ready hazard or property insurance premiums; (b) ready leasehold premiums or ground rents on the Property, if any; instrument as a lien on the Funds; (c) ready taxes and assessments which may attach to Lender, until the Note is paid in full, a sum ("Funds") for (d) ready flood insurance premiums, if any; (e) ready

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, when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

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 charges due under the Note.

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

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.

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 claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter erected on the property, and all 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 shall defend generally the title to the Property against all encumbrances of record. Borrower warrants and agrees that the Property is unencumbered, except for claims and demands, subject to any encumbrances of record.

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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 that 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.

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) 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 (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, 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 within 10 days of the giving of notice.

**5. Hazard or Property 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 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, 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.

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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.

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. If for any reason, the mortgage insurance premium paid by Lender lapses or ceases to be in effect, Borrower shall pay the premium being paid by Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium paid by Lender. If subsisting mortgage insurance is not available, Borrower shall pay to Lender of the mortgage insurance previously in effect, from an alternate source equitably to obtain coverage substantially equivalent to the cost to Lender of the mortgage insurance previously in effect, at a cost substantially equitably to obtain coverage substantially equivalent to the cost to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premiums paid by Lender when the insurance coverage is not available. Borrower shall pay to Lender when the insurance coverage in lieu of mortgage insurance becomes available and is obtained, at the option of Lender, if mortgage insurance again becomes available and is obtained, required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Borrower shall pay the premium for mortgage insurance in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower shall 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.

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, probable, for condemnation or foreclosure or to enjoin laws of reorganization), 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 attorney fees and attorney's fees and metering or metering a portion of the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

6. Occupancy, Reservation, Maintenance and Protection of the Property; Borrower's Lien  
Applicant, Lassandraids, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument or at least one year after the date of occupancy the Property as Borrower's principal residence for at least one year after the date of occupancy to continue to occupy the Property which are reasonably withheld, or unless otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless Lender 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 provides for the removal of the Property or otherwise materially impair the lien created by this judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this judgment.

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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 than 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 limits; and (b) Any sums already collected from Borrower which exceed permitted limits will be treated as a partial direct payment to make this reduced by reducing the principal owed under the Note or by making a lender may choose to make this reduced 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.

14. **Succesors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security instrument shall bind and benefit the successors and assignees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-successors and assignees shall be joint and several. Any Borrower who co-signs this Security instrument does not execute the Note: (a) Is co-signing this Security instrument only to mortgage, grant and convey it; at Borrower's interest in the property under the terms of this Note; (b) Is not personally obligated to pay the sums secured by this Security instrument; (c) Agrees that Lender and co-signer shall consent to the terms of this Security instrument only to mortgage, grant and convey it; at Borrower's interest in the property under the terms of this Note.

15. **Borrower Not Released; Forfeiture; Extension of the time for payment of amortization of the security instrument.** 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 such payments.

If the Proportion of amounts advanced by Borrower, or if, after notice by Lender to Borrower that the condemned offer to make an award or settle a claim for damages, Borrower fails 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, otherwise a grace period of three months is granted to Borrower to pay the sums secured by this Security instrument or to restore it to the condition or part of the property or to the sums secured by this Security instrument, whether or not the amount of such payment is less than due.

16. **Condemnation.** The proceeds of any award or claim for damages paid to Borrower, in the event of a total taking, unless Borrower and Lender otherwise agree in writing, 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, unless 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 or of the fair market value taken, the amounts of the sums secured by this Security instrument shall be reduced by the difference between the fair market value taken and the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument divided by the fair market value of the property immediately before the taking; (b) the fair market value of the property immediately before the taking is less than the sum secured by this Security instrument or the difference between the fair market value of the property immediately before the taking and the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument divided by the fair market value of the property immediately before the taking; (b) the fair market value of the property immediately before the taking is less than the sum secured by this Security instrument or the difference between the fair market value of the property immediately before the taking and the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument divided by the fair market value of the property immediately before the taking.

17. **Connexion with any condemnation or other taking of any part of the property, or for convenience in lieu of condemnation, are hereby assignd and shall be paid to Lender.** In the event of a total 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 or of the fair market value taken, the amounts of the sums secured by this Security instrument 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, unless 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 or of the fair market value taken, the amounts of the sums secured by this Security instrument shall be applied to the sums secured by this Security instrument.

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**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 mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender 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 be severable.

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

**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 this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

**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

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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.

**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))

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider   | <input checked="" 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 checked="" type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider                 |
| <input type="checkbox"/> Other(s) (specify)      | <input type="checkbox"/> IHDA Rider                     |  |

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FORM 3014 8/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

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This instrument was prepared by: Jennifer Cwik  
Address: 1350 E. Touhy, Suite 280 West  
Des Plaines, IL 60018

Given under my hand and official seal, this 27th day of August, 1995  
personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that he/she signed and  
delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein  
set forth.

My commission expires \_\_\_\_\_

Linda C. Lopez

Notary Public  
State of Illinois  
Public Seal No. 123/08

My commission expires \_\_\_\_\_

STATE OF ILLINOIS, COOK COUNTY  
County of:  
Tadeusz Olszewski, and Malgorzata Olszewski  
a Notary Public in and for said county and state do hereby certify that  
I, the undersigned, do acknowledge and record the foregoing instrument in the office of the  
Register of Deeds of Cook County, Illinois, in accordance with law.

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

BORROWER  
(SEAL)

Tadeusz Olszewski  
Malgorzata Olszewski  
Borrower  
(SEAL)

Witnesses:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1  
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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AP# OLSZEW, T7116616

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FORM 3140 9/90  
REVISED 8/91  
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MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether to the unit or of the common elements, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Covenant 10.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent to the Property, whether to the unit or of hazard insurance. Borrower shall take such actions as may be reasonable to insure that the coverage is available to Lender.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or of common elements, any proceeds payable to Borrower after hereby assessed and shall be paid to Lender for application to the sums secured by the Security instrument, with any excess paid to Borrower.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or of common elements, any proceeds payable to Borrower after hereby assessed and shall be paid to Lender for application to the sums secured by the Security instrument, with any excess paid to Borrower.

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Lender waives the requirement within the term "extended coverage," then:

and which provides insurance coverage in the amounts for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

and which provides insurance coverage on the Condominium Project which is satisfactory to Lender and insuranece carrier, a "master" or "blanket" policy on the Condominium Project which is provided to Lender by the Owners Association. So long as the Owners Association maintains, with a generally accepted policy is deemed satisfied to the extent that the required coverage is provided by the Owners Association.

(iii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance on the property is satisfied by the required coverage is provided by the Owners Association.

(iv) Lender waives the provision in Uniform Covenant 6 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(v) Lender waives the requirement within the term "extended coverage," then:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents, the "Constituent Documents" are the: (i) Declaration of any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other documents and benefit documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association makes available to Lender a generally accepted insurance, in addition to the covenants and agreements made in the Security instrument, Borrower and Lender (lender of other collateral) shall agree as follows:

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security instrument, the "Condominium Project," the owners association or other entity which acts for the Condominium Project (the "Condominium Project"), holds title to property for the benefit of its members or shareholders, the Property also includes Borrower's interest in the Condominium and the uses, benefits and interests of Borrower, interest.

(Name of Condominium Project)

THE 3143 NORTH NASHVILLE CONDOMINIUMS

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

(Property Address)

3143 North Nashville Unit 3-W, Chickago, IL 60634

Amherica  
Borrower's Note to Lasalle Bank, F.S.B., A Corp., of the United States of America (the "Lender") of the same date and covering the Property described in the Security instrument and located at:

Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure incorporation into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure

LOAN NO. 7116616

## CONDOMINIUM RIDER

98780597

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LOAN NO. 7116616

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

*Tadeusz Olszewski*  
\_\_\_\_\_  
Tadeusz Olszewski  
(Seal)  
-Borrower

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

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

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

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7116616

## BIWEEKLY PAYMENT RIDER (FIXED RATE)

**THIS BIWEEKLY PAYMENT RIDER** is made this 27th day of August 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to LaSalle Bank, F.S.B., A Corp. of the United States of America (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3143 North Nashville Unit 3-W Chicago, IL 60634

Property Address

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follow:

#### 1. ( OMITTED )

#### 2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

#### 3. PAYMENTS

##### (A) TIME AND PLACE OF PAYMENTS

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on October 8, 1998. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at LaSalle Home Mortgage Corporation or at a different place if required by the Note Holder.

##### (B) AMOUNT OF BIWEEKLY PAYMENTS

My biweekly payment will be in the amount of U. S. \$212.22

##### (C) MANNER OF PAYMENT

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted.

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BiWEEKLY PAYMENT RIDER PG2

MW1042 12/95

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all payments had been made on time) at the increased rate in substantially equal monthly installments from the effective date of the interest rate increase to the maturity date. As soon as the Note Holder elects to convert payments to monthly due dates, a conversion notice will be sent to me specifying the new interest rate; the effective date of the change to monthly due dates will be the new monthly payments; the new monthly payments will be calculated at the original interest rate and date of the interest rate increase. Monthly payments which include interest and principal payments will be increased for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the conversion notice. After Conversion, I will pay all sums due, pursuant to the conversion notice, and if I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date in accordance with Section 4 above.

If any one of the following conditions exists, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments (this is called "Conversion"):

- (i) I fail to deliver my written authorization and valid check as required under Section 1 ("Conversion");
- (ii) I fail to maintain the account such payment from biweekly to monthly (this is called "Conversion");
- (iii) I fail to pay the full amount of my biweekly payments on time and under the Note and change the due date of each payment from biweekly to monthly (this is called "Conversion");
- (iv) I fail to pay the full amount of my biweekly payments on the date it is due, I will be in default of my biweekly payment on the date it is due.

## (C) CONVERSION FROM BiWEEKLY PAYMENTS

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default if I fail to pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

## (B) DEFALUT

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly payment by the end of 15 calendar days after the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment plus a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment plus a late charge to the Note Holder and interest. I will pay this late charge and processing charge promptly, but only once on the principal and interest. I will pay this late charge and processing charge promptly, but only once on the principal and interest. I will pay this late charge and processing charge promptly, but only once on the principal and interest.

## (A) LATE CHARGE FOR OVERDUE PAYMENTS

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

6. (OMITTED)

5. (OMITTED)

4. TERM

If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on March 10, 2022, which is called the "Maturity Date". If on the Maturity Date I still owe under this Note, I will pay those amounts in full on that date.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

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## B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until the Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this BiWeekly Payment Rider, the Security Instrument is amended as follows:

(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one-twenty-sixth".

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this BiWeekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this BiWeekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

Tadeusz Olszewski

Date

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STREET ADDRESS: 3143 NORTH NASHVILLE

UNIT 3-W

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 13-30-204-042-0000

LEGAL DESCRIPTION:

98780597

PARCEL 1:

UNIT NUMBER 3-W IN THE 3143 NORTH NASHVILLE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 6 FEET OF LOT 9 ALL OF LOT 10 AND THE SOUTH 4 FEET OF LOT 11 IN CLARENCE E. NEUBAUM'S RESUBDIVISION OF LOT 8 IN THE SECOND ADDITION TO MONT CLARE GARDENS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THAT PART TAKEN FOR FAILROAD) IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98349516; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENT FOR THE PERPETUAL AND EXCLUSIVE USE OF LIMITED COMMON ELEMENTS PARKING SPACE P3-W AND STORAGE SPACE S3-W, AS SAID LIMITED COMMON ELEMENTS ARE DESCRIBED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 98349516 AS AMENDED BY THE AMENDMENT TO THE DECLARATION RECORDED AS DOCUMENT 98706123 AND AS THE SAME MAY BE AMENDED FURTHER FROM TIME TO TIME.

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