

# UNOFFICIAL COPY 98831213

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1998-09-17 11:23:14

Cook County Recorder

\$3.00

## RECORD AND RETURN TO:

Heritage Community Bank  
9101 W. 159th Street  
Orland Hills, IL 60477

Prepared by:  
**CATHY CARTER**  
GLENWOOD, IL 60428

7188972

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 11, 1998** by **LEON POTACKI MARRIED TO JUDITH M. POTACKI** *[Signature]* to **HERITAGE COMMUNITY BANK**.

The mortgagor is

("Borrower"). This Security Instrument is given to  
**HERITAGE COMMUNITY BANK**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **18301 SOUTH HALSTED GLENWOOD, ILLINOIS 60425**. Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED AND 00/100** Dollars (U.S. \$ **124,800.00**).

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 **OCTOBER 1, 2013**. 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: **LOT 533 IN BREMERTOWNE ESTATES, UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 OF PART SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION**

\*\* Judith M. Potacki is executing this mortgage solely for the purpose of waiving any and all marital and homestead rights.

27-24-305-019

Parcel ID #:

which has the address of **7730 163RD PLACE , TINLEY PARK**  
**Illinois 60477**  
**ILLINOIS Single Family FNMA/FHLMC UNIFORM**  
**INSTRUMENT Form 3014 9/90**  
**Amended 8/90**

**Bwest. Chy .**

Page 1 of 6

VMP MORTGAGE FORMS 100-0821-7201

DPS 10W

**BOX 158**

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Form 3014 S/80  
Date 1960

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BORROWER shall promptly discharge any lien which has priority over this Security Instrument unless Borrower has paid in full all amounts due under this Note.

If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, if (c) occurs from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be satisfied and removed or the Property is sold in a manner acceptable to Lender, or (b) occurs in good faith the lien writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (a) agrees to this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument unless Borrower has paid in full all amounts due under this Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument.

These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and immediately pay amounts of ground rents, if any. Borrower shall pay, if, Change of Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2: 1 and 2 shall be applied: first, to any payment due under the Note; second, to amounts payable under the Note.

Upon payment in full of all sums received by Lender under this Security Instrument, Lender shall promptly refund to Borrower any

of the Property, shall apply any Funds held by Lender at the time of acquisition of title in effect against the same received by Lender.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of title

for the amount paid by Lender, at the time of acquisition of title in effect, shall make up the deficiency in no more than

twelve months after the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Encroachment when due, Lender may notify Borrower in writing, and, in such case Borrower

for the excess Funds to accommodate with the requirements of applicable law if the amount of the Funds held by Lender at any

time the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower

if the Funds held by Lender exceed the amount paid by Lender to the extent of any deficiency.

The Funds are pledged as additional security for all sums received by this Security Instrument.

Without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender is connected with this loan, unless applicable law provides otherwise. Lender an agreement to make or

a charge. However, Lender may require Borrower to pay one-time charge for an independent real estate tax reporting service

renting the Encroachment, unless Lender pays his own expenses relating to the Funds and applicable law permits Lender to make such

Encroachment, Lender may not charge Borrower for holding the Funds, usually maintaining the escrow account, or

including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

(including Lender, he held in an escrow account, or similarly deposited by a federal agency, insurance, or entity

The Funds shall be held in an escrow account with applicable law.

Encroachment the amount of Funds due on the basis of current data and reasonable estimates of future

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

less a lesser amount, if any, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

related mortgage loans and require for Borrower's account under the Federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. These items are called "Encroachment".

if any, (e) yearly mortgage insurance premium, if any; (f) any sum payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (g) yearly hazard or property insurance premium; (d) yearly flood insurance premium;

and insurance which may attach priority instrument as a lien on the Property; (h) yearly leasehold payment

Lender on the day monthly payment due under the Note, until the Note is paid in full, a sum ("Funds"). For (a) yearly taxes

2. Funds for Taxes and insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal and interest on the debt evidenced by the Note and any payment and late charge due under the Note.

1. Payment of Prepaid and Interest, Prepayment and Late Charge, Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT combines uniform security instrument for non-occupancy real property.

variations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally, the title to the Property against all claims and demands, except for encumbrances of record. Borrower warrants

that the Property is in good condition to cover the Property, and that the Property is in good condition to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully holder of the title hereby conveyed and has the right to mortgage.

Instrument, All of the foregoing is referred to in this Security Instrument as the "Property".

fixtures now or hereafter a part of the property. All replacement and addition shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 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 immediately before the taking, 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers 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, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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.

**11. Borrower Not Released; 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and 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.

**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 exceeded 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.

**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

Multiple  
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mortgage insurance coverage required by Lender or carrier to be in effect. Borrower shall pay the premium required to maintained, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the B. Mortgage Insurance. If Lender required mortgage insurance is a condition of making the loan secured by this security instrument.

Security instrument, Lender Borrower and Lender agree to other terms of payment. These amounts shall bear interest from the date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring any amounts due under this paragraph 7 shall become additional debt of Borrower secured by this instrument.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this instrument. Lender does not have to do so.

reasonable attorney fees and attorney's costs incurred by a firm which has priority over this Security Instrument, appropriate to court, paying include paying any sums incurred by a firm which has priority over this Security Instrument, appropriate to court, paying for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may do and proceeding in bankruptcy, provided, for continuation of foreclosure laws of regularization, when Lender may do a this Security Instrument, or where there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a 7. Protection of Lender. Rights in the Property. If Borrower fails to perform the covenants and agreements contained in leasehold and the fee title that do not merge unless Lender agrees to the merger in writing.

leasehold, Borrower shall comply with all the provisions of the Note. If Borrower acquires fee title to the Property, the to, replacement of Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a Lender with any material information) in connection with the loan evidence by the Note, including, but not limited to provide Lender with the loan application process, gave written notice of insurable information of statements to Lender (or failed Borrower, during the time created by this Security instrument or Lender's security interest, Borrower shall also be in default if impairment of the lien created by this Security instrument or Lender's security interest, Borrower or other material that, in Lender's good faith determination, presents a threat to the Borrower's interest in the Property or other material cure such a default and provide in paragraph 18, by cause, the action or proceeding to be initiated with a notice property or otherwise make it impossible for Lender to have a security interest in the Property. Borrower may protection, whether civil or criminal, is beyond Borrower's control. Borrower shall not destroy, damage or impair this date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security Interest and shall continue to occur, the Property is Borrower's principal residence for at least one year after this date of occupancy, unless Lender otherwise agrees in writing, which consent shall not extend or alienating circumstances exist which are beyond Borrower's control. Borrower shall be entitled to any rent or Proceeding, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any rent or property or protection of the Property prior to the due date of the monthly payment referred to in paragraph 1 and 2 of this Agreement. If Borrower shall occupy, establish, and use the Property, protection of proceeds to participate in the sale or leaseout of this Security Interest and shall continue to occur, the Property is Borrower's principal residence day after the execution of this Agreement, Protection of the Property prior to the due date of the monthly payment referred to in paragraph 1 and 2 of this Agreement, immmediately prior to the acquisition.

Lender Lender and Borrower otherwise agree to write. The 30-day period will begin when the notice is given. Borrower by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given. Lender to the extent of the sum secured by this Security Instrument, damages to the Property prior to the day when such party to any insurance policy and proceeds resulting from under paragraph 21 the Property is acquired by Lender, Borrower's right to any change in the amount of the payment. If Borrower fails to pay the due date of the monthly payment referred to in paragraph 1 and 2 of this Agreement, any application of proceeds to participate in the sale or leaseout of this Security Interest and shall not exceed or populates the due date of the monthly payment referred to in paragraph 1 and 2 of this Agreement. If

Lender Lender and Borrower otherwise agree to write. The 30-day period will begin when the notice is given. Lender may collect the insurance proceeds. Lender may use the proceeds to repair the Property or to pay out of the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to settle a claim, does secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the property in a manner likely to result in Lender's security would be breached, the insurance proceeds shall be applied to the sum reported in not automatically terminated and Lender's security would be breached, if the continuation of the security instrument of the property damaged, if the continuation of the property in writing, insurance proceeds shall be applied to removal of the Lender Lender and Borrower otherwise agree to write. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender paid premium and renewal notice. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender shall have the right to hold the policies and renewals. All insurance policies shall receive all receipts of Lender may make proof of loss if not made promptly by Borrower.

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 holds the policies and renewals, Lender may make proof of loss if not made promptly by Borrower.

Property damage, if the continuation of the property in writing, insurance proceeds shall be applied to removal of the Lender Lender and Borrower otherwise agree to write. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender paid premium and renewal notice.

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 holds the policies and renewals, Lender may make proof of loss if not made promptly by Borrower.

This Security instrument set forth above within 10 days of the giving of notice.

this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

option, obtain coverage to protect Lender, a right in the property in accordance with paragraph 7.

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's request, for which Lender providing the term insurance shall be chosen by Borrower subject to Lender's approval that Lender requires. The insurance carrier providing the term insurance shall be chosen by Borrower subject to Lender's approval that Lender requires, for which Lender providing the term insurance shall be maintained in the amounts and for the periods required by this paragraph, for which Lender requires. This insurance shall be maintained in the amounts and for the periods required by this paragraph, for which Lender requires. This insurance shall be maintained in the amounts and for the periods required by this paragraph, for which Lender requires. This insurance shall be maintained in the amounts and for the periods required by this paragraph, for which Lender requires.

Property insured against loss by fire, hazards included within the term, extended coverage, and any other hazards, including

5. Hazarded or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

more of the actions set forth above within 10 days of the giving of notice.

the Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

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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 attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the ten 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 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

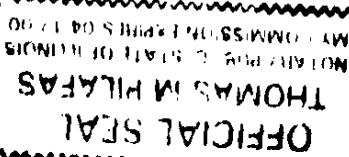
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Form 3814 B-90

4-07111-10001

44-8-018



NOTARIAL PAPER - A STATE OF ILLINOIS  
MAY 1, 1970 - COMMISSION EXPIRES DECEMBER 31, 1970

My Commission Expires: 4/12/00

Notary Public

*A. M. P.*

day of September, 1998

Given under my hand and official seal, this 11th day of September, 1998, free and voluntarily set, for the uses and purposes herein set forth, signed and delivered the said instrument as THE THREE numbered to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY personally known to me to be the names printed above (s) whose name(s)

LEON POTACKI *León Potacki* married to Judith H. Potacki a citizen of County of Cook

STATE OF ILLINOIS COOK

any and all marital and homestead real property -Borrower  
mortgage solely for the purpose of raising  
\*\* Judith H. Potacki is executing this  
JULIAH M. POTACKI *Juliagh M. Potacki* *Julia M. Potacki* -Borrower  
(Seal) -Borrower

LEON POTACKI *León Potacki* *León Potacki* -Borrower  
(Seal) -Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
in any rider(s) executed by Borrower and recorded with it.

- Check applicable boxes:  
 Admissible Rate Rider  
 Graduated Payment Riders  
 balloon Rider  
 VA Rider  
 Biweekly Payment Rider  
 Rule Impovement Rider  
 Planned Unit Development Rider  
 1-4 Family Rider  
 Comdominium Rider  
 Rule Impovement Rider  
 Second Home Rider  
 Other(s) [specify]

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coveralls and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums recured by this Security Instrument, Lender shall release this Security Instrument including, but not limited to, reasonable attorney fees and costs of title insurance.

27. Inclosing. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph produced by this Security Interest without further demand and may require immediate payment by judicial process before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-excessive of a default of any other default of Borrower to accelerate, if the default is not cured in the amount Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the security by this Security Interest, foreclose by judicial proceeding and sale of the Property. The notice shall further secure the failure to cure the default on or before the date specified in the notice may result in acceleration of the sum

(c) a due, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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## RIDER - LEGAL DESCRIPTION

LOT 533 IN BREMENTOWNE ESTATES, UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24; OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

27-24-305-019