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AFTER RECORDING

Old Kent Mortgage Company Secondary Marketing Operations Final Documentation P. O. Box 204 Grand Rapids, MI 49501-0204

LOAN NO. 1105331 Affiliate No.

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 29, 1998. The mortgagor is TOM G. WOJCIK, A SINGLE MAN NEVER MARRIED and EVA KRATKA, A SINGLE WOMAN NEVER MARRIED

PPIORITY 1 MORTGAGE CORP. This Security Instrument is given to

("Borrower").

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 9501 W DEVON #320, ROSEMONT, IL 60018 ("Lender").

Seventy Four Thousand One Hundred Dollars and no/100 Borrower owes Lender the principal sum of

Dollars (U.S. \$ 74,100.00). This debt is

Cook County Recorder

evidenced by Borrower's note dated the same date as this (courity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt e idenced 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 Coes hereby mortgage, grant and convey to ATGF, INC Lender the following described property located in County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

13-15-402-029-1017

which has the address of

4338 N. KEELER AVENUE #3E

[City]

Illinois 60641

[Street]

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

Lender receipts evidencing the payments.

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Mote.

paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to anounts payable 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

sums secured by this Security Instrument.

or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition Upon payment in full of all sums secured by this Security Instrument, Lender shall pre natly refund to Borrower any

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

Funds are pledged as additional security for all sums secured by this Struity Instrument. Funds, showing credits and debits to the Funds and the purpos: for which each debit to the Funds was made. The that interest shall be paid on the Funds. Lender shall give to borrover, without charge, an annual accounting of the required to pay Borrower any interest or earnings on the Furus. Borrower and Lender may agree in writing, however, provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be independent real estate tax reporting service used by Lander in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law pay the Escrow Items. Lender may not charge Berrower for holding and applying the Funds, annually analyzing the (including Lender, if Lender is such an insutation) or in any Federal Home Loan Bank. Lender shall apply the Funds to The Funds shall be held in an instruction whose deposits are insured by a federal agency, instrumentality, or entity

applicable law. basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the seq. ("RESPA"), unless a other law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect under the federal Real Latine Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. exceed the maximum a norm a lender for a federally related mortgage loan may require for Borrower's escrow account premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by leaschold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d)

yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

UNIFORM COVENANTS. Borrower and Lender covenant and agree as

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

encumptances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

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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. If the restoration or repair is not economically feasible or Lender's security would be 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 of 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 Borrov er otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monardy 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.

- 6. Occupancy, Preservation, Maintenan e and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and are the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating irrcumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, a low 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a wling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or state ments to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Pote, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenan's 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, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 even this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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 in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to 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,

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as provided in this paragraph.

notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

will be treated as a partial prepayment without any prepayment charge under the Note. principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction

exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets marirum loan

Instrument or the Note without that Borrower's consent. Borrower may agree to extend, modify, forbear or make any accommodations with regard to the tern's of this Security not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lenger and any other mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to

provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. (f) e covenants and agreements of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising

time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

11. Borrower Not Released; Forbearance By Lender Not a Vaiver. Extension of the time for payment or payments.

postpone the due date of the monthly payments referred of an paragraphs 1 and 2 or change the amount of such Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Property or to the sums secured by this Security Institument, whether or not then due. notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

make an award or settle a claim for damages, Dorrower fails to respond to Lender within 30 days after the date the If the Property is abandoned by Borrover, or if, after notice by Lender to Borrower that the condemnor offers to

Instrument whether or not the sums are then due. unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security amount of the sums secured imme 1/1/16/1y before the taking, unless Borrower and Lender otherwise agree in writing or taking of the Property in which the fair market value of the Property immediately before the taking is less than the value of the Property in sediate the taking. Any balance shall be paid to Borrower. In the event of a partial following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market writing, the sums seemed by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the sums secured by his Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

in accordance with any written agreement between Borrower and Lender or applicable law. maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being

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- 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 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 Ir str iment discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for ternstatement) 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 defact 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 reincate 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 Forrower. 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, v.e., 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 exognized 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 of 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 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

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT

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ITTINOIS--SINCTE EVWITA--ENWY/EHTWC ONIEOKW INSLKOWEAL TANGUL BERTUS BURESHING LEGAN Shannon L. Flannery This Instrument was prepared by: My Commission expires: Notary Public Given under my hand and official seal, this APA day of free and voluntary act, for the uses and purposes therein set forth. signed and delivered the said instrument as before me this day in person, and acknowledged that fyell personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared NEVER MARRIED TOM G. WOJCIK, A SINGLE MAN NEVER MARRIED and EVA KRATKA, A SINCLE WOMEN state do hereby certify that , a Notary Public in and for said county and the undersigned 21000 County ss: STATE OF ILLINOIS, -[Space Below This Line For Acknowledgment] Social Security Mumber Social Security Number -Borrower -Borrower -(Seal) (Seal) Social Security Number 318-92-196 BOILOWET KKBTKB AV3 (Seal) Social Security Number 14-1207 (Seal) Witnesses: Instrument and in any rider(s) exactled by Borrower and recorded with it. BY SIGNING BELOV. Porrower accepts and agrees to the terms and covenants contained in this Security Other(s) [specify] Rate Improvement Rider Balloon Rider Second Home Rider Biweekly Payment Rider

Z Condominium Rider Adjustable Rate Rider I --4 Family Rider

Planned Unit Development Rider Graduateo Layr rent Rider

Security Instrument. [Check applicable box(es)]

amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this

with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

reasonable attorneys' fees and costs of title evidence.

expenses incured in pursuing the remedies provided in this paragraph 21, including, but not limited to, demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all option may require immediate payment in full of all sums secured by this Security Instrument without further acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the

LOAN NO. 1105331

UNOFFICIAL COPY Ss. Ss.

STATE OF

COUNTY OF

| AFFIDAVIT | |
|---|--|
| I, MARY LEBLANC | LombARD |
| I, MARY LEBLANC being duly sworn, do depose and say as follows: | of 143 S. Craig, Land, 11. |
| the late deceased, my | father. Charles Mannet |
| He (she) diedtestate on the | day of June |
| outcago, IIIInois | |
| Thathe was married but XX and then to Juliathe children were born, none adopted; to wit: Mary LeBlanc, Part XX AND XX | darie;fromthatmarriage.3 atrick Marotta & Joseph Marotta. |
| That the deceased adopted the following children: NON | |
| That the deceased leaves surviving as h.i.Ssole New bedated Aug. 22, 1996: Name | neficiaries of his Will |
| Mary LeBlanc adult, daughter, 143 S. C Summer Pappan, adult, frierd, address unknown | raig, Lamon (, 11. |
| | |
| That no probate of the estate is intended. | |
| That the estate consists wholly of the following: real est | ate commonly known as: |
| 5556 W. Grace, Chicago, Il. | act commonly known as: |
| HANNAKANAKANA NAKANANAKANANANANANANANANAN | C |
| Exceptions: NONE | |
| That all of the debts, claims, expenses and demands of every kin cal and hospital expenses incurred during the last illness up to the death inheritance taxes have been paid in full, and that the estate is in no way be form of written contract or verbal contract or obligation entered into by and further that there are no unliquidated obligations, debts, claims or lia of the deceased. | und on any form and federal and grace |
| Exceptions: | |
| I make this affidavit for the purpose of inducing Hartford Act to execute its bond in the amount of \$.142,000 in favor of Attoindemnify it against claims, federal estate and state inheritance taxes assortion | cident and Indemnity Company rneysTitleGuarFundo essed or allowable against the estate |
| X Mac | · JeBl. |
| Sworn to and subscribed beforement this | a L Hul |
| My commission expires: SANDRA LYNN THIEL MY COMMISSION EXPIRES:06/27/01 Form S-3633-0 Printed In U. S. A. 4-59 | Notary Public |
| Form S-3633-0 Printed in U. S. A. 4:69 | |

LAST VILLANT TESTAGENT OF CHARLES FORMOTTA

I, CHARLES F. MAROTTA of the City of Chicago, County of Cook, and State of Illinois, being of sound mind and memory do hereby make, publish and declare this to be my Last Will and Testament hereby revoking all Wills and Codicils by me heretofore made.

FIRST. I order and direct my Executor and any Successor Executor hereinafter named to pay all my debts, funeral expenses, costs of administration including ancillary, costs of safeguarding and delivering bequests and other proper charges against my estate. My Executor shall pay out of my estate all estate, inheritance, succession and transfer taxes imposed thereof which shall become payable by reason of my death. I waive for my estate all rights of reimbursement for any payment so made.

Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax.

It shall not be necessary to file any claims therefore nor to have them allowed by any court.

SECOND. I give the sum of \$5,000.00 as a specific gift to SUMMER PAPPAN. In the event that she predeceases me then such gift shall be given to MAPY LEBLANC.

All the rest, residue and remainder of my estate, whether real or personal or mixed, I give to my daughter, MARY LE BLANC. I have made no provision in this will for my son Joseph Marotta or my son Patrick Marotta as I have a greater wish and desire to provide for the beneficiaries as above set forth.

THIRD. I name MARY LE BLANC as my Executor. In the event that she has predeceased me or for any reason is unable or unwilling to act, whether before or after entering upon her duties then I name Sandra Lynn Thiel, attorney, as my successor executor.

I direct that no bond or other undertaking shall be required of such executor and successor executors.

FOURTH. I give the Executor and Successor Executors, if any, the following powers and discretions, in each case to be exercisable without court order:

- A. To sell at public or private sale, to retain, to lease, to borrow money and for that purpose to mortgage or to pledge all or part of the real or personal property of my estate;
 - B. To settle claims in favor of or against my estate;
- C. To exercise or not to exercise any election or option granted to Executors by the Internal Revenue Code in force at my death, even though such exercise or non-exercise increases or

Charles Manthe

RIF SJ1 decreases estate principal or jacome Cithet adjustment to principal or income;

- D. To distribute the residue of my estate in cash or in kind or partly in each, and for this purpose the determination of the Executor as to the value of any property distributed in kind shall be conclusive;
- E. To execute and deliver any deeds, contracts, mortgages, bills of sale or other instruments necessary or desirable for the exercise of the Executor's powers and discretions;
- F. As to any real property, to collect the rents and earnings, to keep in tenantable repair the buildings and fixtures, to employ agents and custodians, to make all reasonable expenditures to preserve the property, to insure the property, the Executor and any person having an interest in or responsibility for the care, management or repair of the property against risks as the Executor determines advisable;
- G. To pay all packing, shipping, insurance and other charges relative to the distribution of any tangible personal property in my estate;
- H. To make partial distribution or distributions to any devisee or legatee from time to time as my Executor may deem advisable.

FIFTH. No person named in this Will shall be deemed to have survived me unless he or she is living on the thirtieth day after the date of my death.

IN WITNESS WHEREOF I have set my hand and seal to this my Last Will and Testament this 22th day of Algust, 1996.

CHARLES F. MAROTTA

UNIT 3-E TOGETHER WITH AN UNDIVIDED 4.929 PERCENT INTEREST IN THE COMMON ELEMENTS IN KEELER COURTS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22660118, IN PARTS OF SECTIONS 15 AND 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

LOAN NO. 1105331

CONDOMINIUM RIDER

September, 1998 , and is THIS CONDOMINIUM RIDER is made this 29th day of 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 to PRIORITY 1 MORTGAGE CORP

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

KEELER AVENUE #3E, CHICAGO, IL 60641 4338 N.

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") no ds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (II) by-laws; (III) code of regulations; and (iv) other equivalent 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 maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender 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:

(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) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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 to common elements, any proceeds payable to Bor cver are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- 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 of coverage to Lender.
- 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 of the unit or of the common elements, or for any conveyance 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.

MULTISTATE CONDOMINIUM RIDER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 2 ISC/CRID**//0392/3140(09-90)-L

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LOAN NO. 1105331

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 the n. 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 ar joints 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 BELCW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

| | 19/21 | 1 |
|------------------------|-----------------|---|
| (Seal) -Borrower | -/m/S. h/g/cile | |
| -Borrower | TON G. WOJCIK | |
| (Seal | The Morns | |
| -Borrower | EVATRATKA | |
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