

# UNOFFICIAL COPY

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COOK COUNTY CLERK'S OFFICE  
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COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

Prepared by: Jane Lohrmann

Y06575

Permanent Tax Index No:  
19-29-311-023-0000

2-006648-7

## MORTGAGE

Y06575

TICOR TITLE

THIS MORTGAGE ("Security Instrument") is given on  
Jozef Rapciak and  
Irena Rapciak his wife,

January 6, 1998

. The mortgagor is

("Borrower"). This Security Instrument is given to

Fidelity Federal Savings Bank

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 5455 W. Belmont Ave., Chicago, IL 60641

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED & 00/100

Dollars (U.S. \$ 121,500.00 ).

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 February 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 9 in Block 10 in Frederick H. Bartlett's First Addition to Greater 79th Street Subdivision, being a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 30, also in the Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which has the address of  
Illinois

7824 S. Melvina  
60459 [Zip Code] ("Property Address");

[Street, City].

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90

Amended 5/91  
VMP (IL) (0602)

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RB

Borrower shall pay all costs of the preparation of the obligation secured by the lien in a manner acceptable to Lender; (b) contacts in good faith the lien holder may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take some or more security measures that are sufficient to protect the creditor's interest in the property over this security interest. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take some or more security measures that are sufficient to protect the creditor's interest in the property over this security interest. If Lender determines that any part of the Property is subject to a lien which may attach prior to this Security Interest, Lender will give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take some or more security measures that are sufficient to protect the creditor's interest in the property over this security interest.

4. **Chirpgees:** *Lienas*, Borrower shall pay all taxes, assessments, charges, fines and impositions distributable to the Property which may, at any time, prevail over this Security instrument, and cascachid pay amounts or judgments results, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the credit by the person owed paymeni. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragrapgh, if Borrower makes these payments directly, Borrower shall provide him with to Lender reciepts evidencing the payments.

**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, to principal due; and last, to any late charges due under the Note.

Security instruments

Upon payment in full of all sums accrued 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 in credit against all the sums secured by this instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for amounts held by Lender exceeding the amount permitted by applicable law, and Lender shall make up the deficiency.

The Funds shall be held in an institution where deposits are insured by a federal agency, institutionally, or entity (including the Federal Home Loan Bank). Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually, generally, the escrow account, or verifying the account, unless, Lender agrees to pay Borrower interest on the Funds and applicable law permits Lender to make such a charge. The Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, Lender may not charge the Funds, unusually, generally, the escrow account, or verifying the account, unless, Lender agrees to pay Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender, if Lender is such an institution) or to any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually, generally, the escrow account, or verifying the account, unless, Lender agrees to pay Borrower interest on the Funds and applicable law permits Lender to make such a charge.

2. Funds for Taxes and Liabilities. Subjeet to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day when liability payable under this Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect the Property over this Security instrument as a lien on the Property; (b) yearly leasehold payments or general rents of the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly maintenance fees in accordance with the terms of the Property, if any; and (f) any sums payable by Borrower to Lender, in accordance with this Note or any other agreement between Lender and Borrower.

**1. Pledge of Trincomali and Intercessions:** Repayments shall be made quarterly by the Notee and any prepayment and late charges due under the Note.

ONTOLOGICAL COHERENCE AND LOGICAL COHERENCE IN LOGIC

**THIS SECURITY AGREEMENT** combining into one document several instruments for holding and collecting accounts with ultimate variations by jurisdiction to contain all uniform security instruments covering real property.

PROPERTY CO., ENNIS, ILL. BOUNDARY IS MOUNTAIN ROAD, SEESAW IN THE EAST, HILLY COUNTRY IN THE WEST, AND THE RIVER IN THE NORTH.

**TOP SECRET//REL TO USA** In addition, we will be implementing a new organizational structure to better align our business units with the needs of our customers. This will involve consolidating and streamlining our operations, and may result in some changes to our current organizational structure.

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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 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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use 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 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling 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 statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, 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 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, 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 over 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, 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

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Part B(1L) (9902)

be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note are declared to constitute which applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be satisfied in which the Property is located, in the event that any provision of clause of this Security Instrument or the Note is declared to be ineffective to Borower or Lender under paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the instrument which shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower or Lender designates by notice to Borrower. Any notice provided for in this Security

addressed to another address by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

any other address Borrower designates by notice to Lender. The notice shall be directed to the Property Address or

by first class mail unless applicable law requires use of another method. The notice shall be delivered by delivery Air Mail to

13. Loan Charges. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without charge

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to

permited limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower,

exceed the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan

make any accommodation with regard to the terms of this Security Instrument or the Note will be that Borrower's consent.

secured by this Security Instrument; and (c) charges that Lender and any other Borrower made to excuse to extend, modify, forgive or

Borrower; interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums

Instrument but does not excuse the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that

paragraph 17. Borrower's co-signants and successors shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements of this

right or remedy.

in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any

the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors

compliance proceedings against any successor in interest or to extend the time for payment of otherwise modifiable amortization of

not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender not be required to

amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

by this Security Instrument, whether or not due.

is authorized to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the sums secured

award or settle a claim for damages. If Borrower, or if, after notice to Borrower that the condenser offers to make an

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condenser offers to make an

sums secured by this Security Instrument whether or not the sums are due.

Borrower and Lender, whose agree to writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless

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

the sums secured immediately before the taking, divided by (b) the fair market value of the following reaction: (a) the total amount of

Security instrument shall be reduced by the amount of the proceeds multiplied by the following: (a) the sum secured by this

Instrument immediately before the taking, unless Borrower and Lender under otherwise immediate before the

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

whether or not the due, with any access paid to Borrower. In the event of a partial taking of the Property in which the fair market

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

11. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any

Borrower notice all the time of or prior to an inspection specifically regarding easements because for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect

insurance funds in accordance with any written agreement between Borrower and Lender or applicable law.

provisions required to maintain insurance by Lender against losses receivable, until the requirement for mortgage

that Lender, required by an insurer approved by Lender available and is obtained. Borrower shall pay the

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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**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 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.

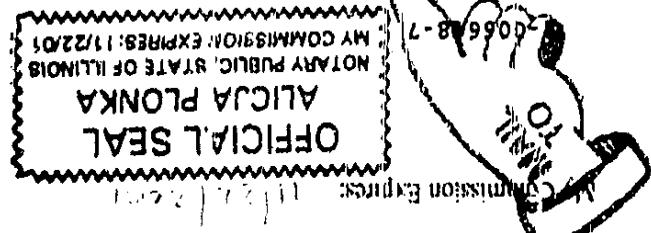
Initials:

Form 3014 9/90

JR. JR

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MAIL TO:  
PIODRITY FEDERAL SAVINGS BANK  
5455 W. BELMONT AVE.  
CHICAGO, IL 60641  
ATTN: JOAN CLOSING



Given under my hand and official seal, this  
22nd day of October, 1998,  
Signed and delivered the said instrument as  
subscribed to the foregoing instrument, appearing before me this day in person, and acknowledged it to  
be the true name of person(s) whose name(s)  
personally known to me to be the same person(s) whose name(s)

1. A Notary Public in and for said county and state do hereby certify that  
Joset Rapcetak and Irene Rapcetak have wife,  
Countess Joset Rapcetak and Irene Rapcetak have wife,

2. Notarized by Bortower and recorded with the  
(Seal) (Seal) (Seal) (Seal)

3. Notarized by Bortower and recorded with the  
Joset Rapcetak and Irene Rapcetak have wife,  
(Seal) (Seal) (Seal) (Seal)

4. Notarized by Bortower and recorded with the  
Joset Rapcetak and Irene Rapcetak have wife,  
(Seal) (Seal) (Seal) (Seal)

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

24. Riders to this Security Instrument. If one or more riders are executed by Bortower and recorded together with this  
Security instrument, the coverages of each such rider shall be incorporated into and shall amend and supplement  
the coverages and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.  
(Check applicable box(es))
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Rail Improvement Rider
  - Second Home Rider
  - Other(s) [Specify]
  - VA Rider
  - Balloon Rider
  - Graduated Payment Rider

25. Waiver of Homestead. Bortower waives all right of homestead exemption in the property.  
Without charge to Bortower, Bortower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
without charge to Bortower.