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98246516

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

⑥ 9MS 7438
7310-4000
Loan No. 08721360
Borrower: ANDRZEJ SZMAROWSKI

[Space Above This Line For Recording Data]

Data ID: 547

MORTGAGE

6

THIS MORTGAGE ("Security Instrument") is given on the 23rd day of March, 1998.
The mortgagor is ANDRZEJ SZMAROWSKI AND EDYTA WITUSZYNKA, HIS WIFE

("Borrower").
This Security Instrument is given to SGNNE FINANCIAL CORP., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 5207 NORTH HARLEM, CHICAGO, ILLINOIS 60656 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED TWENTY-FIVE and NO/100----Dollars (U.S. \$ 124,925.00). 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 April 1, 2028. 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:

THE SOUTH 33 FEET OF THE SOUTH 1/2 OF LOT 33 IN JOHN W. THOMPSON AND CO'S FIRST ADDITION TO ELMWOOD PARK GARDEN, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 8/90 (Page 1 of 6 pages)



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Form 3014 8/90 (Page 2 of 6 pages)

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. In a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice demanding to Lender's satisfaction of the lien or (c) security instruments held by another debtor of the holder of the Note and Lender's right to operate to prevent the enforcement of the lien or (c) security instruments held by another debtor of the lien and Lender's option to void such the lien by, or deems against his/her consent to the Note in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation secured by the Note to Lender; (b) consents in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender to pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts due him 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 Lender paid direct to Lender, it is any, Borrower shall pay the amount of the payment in full to Lender prior to the time of giving of notice.

4. **Charges:** Items, Borrower shall pay all taxes, to any late charges due under the Note, prior to the time of giving of notice paragraph 2 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 1 and 2 shall be applied; third, to interest, to any principal due; and last, to any late charges due under the Note.

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under

agains the sums secured by this Security Instrument or sale of the Property, shall apply any Funds held by Lender at the time of giving of notice to the Note, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the time of giving of notice.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the deficiency in the amount payable under the Note.

In such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up by Lender at any time to pay the Escrow taxes when due, Lender may be notify Borrower in writing, and, Borrower for the excess Funds in accordance with the requirements of applicable law, if the Funds held

(if the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to an additional security for all sums secured by this Security Instrument.

as additional debt to the Funds and purpose for which each debited to the Funds was made. Borrower shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing

any balance in any interest or earnings on the Funds, Borrower and Lender may agree in writing, however, that interest to otherwise. Unless an agreement is made of application of law requiring Lender to pay a one-time charge for an

indeedent real estate reporting service used by Lender in connection with its 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 terms, unless Lender pays Borrower interest on the Funds and applicable law to pay the Escrow terms, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the

(including Lender, if Lender is such an institution, or in any Federal Home Loan Bank, Lender shall apply the Funds with applicable law.

The Funds shall be held in an institution by a federal agency, instrumentality, or entity

on the basis of current data and reasonably estimates of expenditures of future Escrow items or otherwise in accordance with the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, U.S.C. § 2601 et seq. ("RESPA"), unless another law shall applies to the Funds lessor amount. If so, Lender may, at any time,

under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, collect and hold Funds in an account not to exceed the maximum amount of "Escrow items", Lender may require Borrower to pay a one-time charge for an

premiums. These items are called "Escrow items", Lender may require Borrower to pay a one-time charge for an

Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance yearly float measure, if any; (e) yearly mortgage insurance premium, if any; and (f) any sums payable by

yearly leasehold premiums or rents on the Property, if any; (g) yearly hazard or property insurance premium; (b) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Funds); for

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, Borrower shall

1. **Payment of Principal and Interest:** Subsidiary to applicable law or to the Note and any prepayment charges, Borrower shall promptly pay when due

U.S. Securitization Companies' uniform coverage for national use and non-uniform coverage with limited

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

Borrower warrants and will defend title to the Property generally the title to the Property against all claims and demands, subject to any mortgage, garnish and conveyance of record.

All fixtures now or hereafter a part of the Property, All replacement and additions shall also be covered by this Security.

2. **Taxes for Taxes and Insurance:** Subsidiary to applicable law or to the Note and any prepayment charges, Borrower shall

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

1. **Payment of Principal and Interest:** Subsidiary to the Note and any prepayment charges, Borrower shall promptly pay when due

which has the address of 2926 NORTH 74TH COURT, ELMWOOD PARK,

Illinois 60707 (Zip Code)

("Property Address");

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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 payments may no longer be required, at the option of Lender.

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15. Governing Law and Separability. 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 of clause of this Security Instrument or the Note contains with application law, such conflict shall not affect other provisions of this Security Instrument or the Note. Note that 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.

13. Loan charges. If the loan secured by the security instrument is subject to a law which sets maximum loan charges, and such 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 limits; and (b) any sums already collected from Borrower which exceed the 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 which will reduce the charge under the Note.

12. Successors and Assigees Bound; Joint and Several Liability; Co-Allegers. The co-contractors and co-guarantors of the Security Instrument shall bind and be held liable successively and jointly and severally under and for the obligations contained in the Security Instrument and for any costs and expenses incurred by the Borrower or the Bank without the prior written consent of the other co-contractors or co-guarantors.

11. Borrower Not Released; Free from Lender Not a Waiver. Extension of the time for payment of 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 to Lender to pay the amounts due hereunder.

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

If the Property is abandoned by Barrister, or if, after notice by Landlord to Borrower that the condemned offers to make an award or settle a claim for damages, Barrister fails to respond to Landlord within 30 days after the date notice is given, Landlord is authorized to collect the proceeds, either to restore or repair of the property or to the sum's accrued by the Securituy instrument, whichever of not then due.

10. **Comedemnation.**—The practice of any award or claim for damages, direct or consequential, in connection with any conduct or taking of any part of the property, or for convenience in lieu of condemnation, are hereby

9. Inspection. Lender or its agents 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.

insurance companies certified, or to provide a loss recursive, until the reinsurance insurance ends in accordance with any written agreement between Board and Lender or applicable law.

If more rigorous insurance coverage (in the amount and for the period that Lender requires) is provided by Lender or another party, Borrower shall pay the premium required to maintain coverage.

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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 the i 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 main chance 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.

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Form 3014 9/90

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My commission expires: _____
(Printed Name)

ANDRZEJ SMIAROWSKI AND EDYTA WITLUSZYNSKA
The foregoing instrument was acknowledged before me this 23 day of April, 1991, by
County of DuPage
State of ILLINOIS
[Handwritten signature]

Please Below This Line For Acknowledgment

EDYTA WITLUSZYNSKA - Borrower
Edyta Witluszynska (Signature)
ANDRZEJ SMIAROWSKI - Borrower
Andrzej Smiarowski (Signature)

and in my rider(s) executed by Borrower and recorded with it.
By SIGNING Below, Borrower accepts to the terms and conditions contained in this Security Instrument

- and supplements the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable box(es)]
 Adjustable Rider Condominium Rider 1-A Family Rider
 Grandfathered Rider Planned Unit Development Rider Biweekly Payment Rider
 Billigan Rider Rate Improvement 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 covenants and agreements of each such rider shall be incorporated into and shall amend
and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable box(es)]
23. Waiver of Lienstatued. Borrower waives all right of homestead exception 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

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