

97545695

After recording return to:  
The Money Store/Packaging  
P.O. Box 160123  
Sacramento, CA 95816-0128

Prepared by  
Denise Swords  
745 McClintock Drive #340  
Burr Ridge, IL 60521

**\*This mortgage is being rerecorded to deregister property.\***  
**MORTGAGE**

THIS MORTGAGE (Security Instrument) is made this Twenty-eighth Day of July, 1997 between the Mortgagor, Ronald Stackowski And Georgene Stackowski, His Wife

herein "Borrower", and the Mortgagee, TMS Mortgage Inc., dba The Money Store which is organized and existing under the laws of New Jersey

and whose address is 745 McClintock Drive #340, Burr Ridge, IL 60521 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-One Thousand, Six Hundred and 00/100 U.S. \$ 21,600.00 Dollars

together with interest, which indebtedness is evidenced by Borrower's note dated July 28, 1997 (the "Note"), providing for monthly instalments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2012

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions and renewals of the Note, the payment of all other sums, with interest thereon, advanced in accordance with this Security Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby mortgage, grant, convey and warrant to Lender, the following described property located in Cook County, Illinois: (SEE EXHIBIT "A" ATTACHED)

2114 # 11-20-229-104  
B 94059



INTEGRITY FILE  
2610 E. DEANSTER STREET  
SUITE 110  
DES PLAINES, IL 60016

being the same property commonly known as 1511 S 57th Ct. Cicero, IL 60804-0000

("Property Address").

ILLINOIS MORTGAGE and Original - Record  
M002-11



3758

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4. **Prior Mortgages and any mortgage, deed of trust or including Borrower's covenants, other charges, fines and imposts, leasehold payments or ground**

5. **Insurance.** Borrower shall insure the Property by fire, hazards included time to time, and in such amount

The insurance carrier that such approval shall not be may, at its option, with its approval and renewals thereof shall be in form acceptable to Lender. If mortgage, deed of trust or other insurance proceeds are made by limitation, the endorsement to

Unless Lender and Borrower of the Property damaged, if restoration or repair is not applied to the sums secured by

Unless Lender and Borrower postpone the due date of the mortgage under Paragraph 13 the Property from damage to the Property Instrument immediately prior to

The provisions of this shall apply to any insurance proceeds mortgage clause, or (iii) Lender to list Lender as a loss payee of insurance proceeds.

In the event of loss, if of loss if not made promptly by

If the Property is abandoned notice is mailed by Lender to authorized to collect and apply the sums secured by this Security

6. **Preservation and Maintenance.** Borrower shall keep the Property in good condition. Borrower shall not do anything applicable to a residential property as a leasehold. If this Security perform all of Borrower's obligations unit development, the by-laws

Unless Lender and Borrower thereon, for any injury to or damage applied to the payment of sums to Borrower. Unless Lender and or postpone the due date of the Borrower agrees that in the event value of the Property and cost

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention in any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, 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 directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **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, 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 or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 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 demand of Lender.

9. **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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for compensation in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

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

12. **Borrower Not Released; Forbearance by Lender Not a Waiver; Acceptance of Partial Payment.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original

The notice shall further inform Borrower of the right to reinstate this Security Instrument after acceleration and the right to bring a court action or to assert in the judicial proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports, even if the breach is cured prior to the completion of any foreclosure.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, subject to limitations of applicable law, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the expiration of ninety (90) days (or such other period as applicable law may specify for reinstatement) from the date that Borrower has been served with summons or by publication or has otherwise submitted to the jurisdiction of the court in which such proceedings will begin, if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

21. **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 for normal residential uses and for 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 21, "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 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption to the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any riders) executed by Borrower simultaneously here with and attached hereto.

## INSURANCE COVERAGE NOTICE

Unless Borrower provides Lender with evidence of the insurance coverage required by this Security Agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Security Instrument. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with placement of the insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

97545685

Ronald Stackowski (Seal)  
Rondal Stackowski  
(Print Name)

Georgene Stackowski (Seal)  
Georgene Stackowski  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

STATE OF ILLINOIS,

County ss:

a Notary Public in and for said county and state do hereby certify

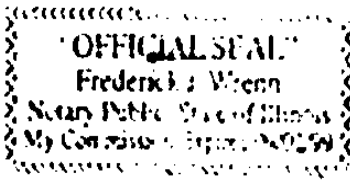
that 1. The undersigned

Ronald Stackowski, and Georgene Stackowski, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28<sup>th</sup> day of July 1997

My Commission Expires:

Frederick A. Wiern  
Notary Public



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## EXHIBIT "A" LEGAL DESCRIPTION

LOT THIRTY FIVE (35) IN BLOCK FOUR (4) IN THE RESUBDIVISION OF BLOCKS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5) IN J. C. MECARTNEY AND COMPANY'S SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 20, TOGETHER WITH THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PID: 16-30-234-436

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Property of Cook County Clerk's Office

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DEPT-01 RECORDING 337.56  
TRAN 1647 04/17/93 09:06:00  
\* - 93 - 306048  
COOK COUNTY RECORDER

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