

# UNOFFICIAL COPY

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AFTER RECORDING MAIL TO:  
AMCORE MORTGAGE, INC.  
1021 NORTH MULFORD ROAD  
ROCKFORD, ILLINOIS 61107

AP# 0016797  
LN# 0016797

7730211-98037716 [Space Above This Line For Recording Data]

DEPT-01 RECORDING \$37.00  
T#0009 TRAN 2195 04/24/98 12:50:00  
#2093 + RC \*-28-332755  
COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 14, 1998. The mortgagor is RONALD A. GORECKI and KATHLEEN M. GORECKI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to AMCORE MORTGAGE, INC.

existing under the laws of NEVADA, which is organized and  
P.O. BOX 1687, ROCKFORD, IL 61110-1187, and whose address is  
("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Five Thousand Dollars and no/100

(U.S. \$125,000.00). 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 May 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:

which has the address of

1178 CARSWELL AVENUE  
[STREET]

ELK GROVE  
[CITY]

Illinois 60007  
[ZIP CODE]

("Property Address");

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0894/3014(0990)-L

PAGE 1 OF 8

CHICAGO TITLE INSURANCE CO.

Kane County Office  
Geneva, Illinois 60134  
Phone 232-2750

FORM 3014 9/90



BOX 333-CTI

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FORM 361A 9/90

ILLINOIS-SINGLE FAMILY-FINANCIAL INSTRUMENT  
ISCS-CMDLU/0894/3014(0990)-L PAGE 2 OF 8

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures,  
appurtenances, and fixtures now or hereafter a part of the property, All such agreements shall  
also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as  
the "Property".  
**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the  
right to mortgagge, grant and convey the Property and will defend generally the title to the Property against all  
claims and demands, subject to any encumbrances of record.  
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national  
property.  
covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real  
property.  
1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly  
pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late  
charges due under the Note.  
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender,  
Borrower shall pay to Lender, on the day monthly payments are due under the Note, until the Note is paid in  
full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security  
Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any;  
(c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly  
mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with  
the provisions of paragraph 8, in lieu of a payment of mortgage loan, may require for Borrower's escrow  
maximum amount a lender for a federally insured mortgage loan, may exceed the lesser amount, if so,  
U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law permits to the Funds less a lesser amount, if so,  
Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender  
may estimate the amount of Funds due on the basis of current and reasonable estimates of  
expenses of future Escrow items or otherwise in accordance with applicable law.  
The Funds shall be held in an institution whose checks are insured by a federal agency,  
instruments, or entity (including Lender, if Lender is such an entity) or in any Federal Home  
Bank. Lender shall apply the Funds to pay the Escrow items, Lender, or, not charge Borrower for holding  
and applying the Funds, usually analyzing the escrow account, or writing the Escrow items, unless  
Lender pays Borrower interest on the Funds and applies law permits under to make such a charge.  
However, Lender may require Borrower to pay a one-time charge for an independent real estate  
reporting service used by Lender in connection with this loan, unless applicable law provides otherwise.  
Unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be required to  
pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree otherwise.  
that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual  
accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to  
the Funds was made. The Funds are pledged as additional security for all sums secured by this security  
instrument to Lender's sole discretion. Borrower shall make up the deficiency in no more than twelve months,  
may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to  
amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender  
accrued to Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shall  
If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall  
make up the deficiency. Borrower shall pay to Lender the amount necessary to pay the Escrow items when due, Lender  
in Lender's sole discretion.

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Upon payment in full of all sums secured 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 as a credit against the sums secured by this Security Instrument.

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

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

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

**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.

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FORM 3014 9/1990

Any amounts disbursed by Lender under this subparagraph 7 shall become additional debt of Borrower upon notice from Lender to Borrower requesting payment, with amounts shall bear interest from the date of disbursement at the rate and shall be payable, until 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 rate and shall be payable, until

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

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

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

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

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

**12. Successors and Assigns Bound; Joint and Several Liability, Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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FORM 301A 9/19

20. Hazardous Substances. Borrower shall not cause or permit the presentation, use, display, 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 Properly 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

19. Sale of Notes; Change of Note; Security Instruments. The Native or a partial interest in the Note with this Security Instrument may be sold one or more times without prior notice to the Buyer. 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. The Note and this Security Instrument. There also may be one or more changes of the Loan Servicer and the change in the name of the "Loan Servicer" will affect payments to the Buyer. The Note and this Security Instrument may be sold one or more times without prior notice to the Buyer. 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.

18. Borrower's Right to Remonstrate. [ ] Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or, such other period as applicable law may expressly permit) 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 when paid will discharge under this Security Instrument and the Note as if no acceleration had occurred; (b) enters into another instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, but does not limited to, reasonable attorney fees; and (d) takes such action as Lender may include, covenants or agreements; (e) pays all expenses incurred in enforcing this Security Instrument.

17. Trustees 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 60 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 to the exclusion of this period.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is inconsistent 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 the extent that the provisions of this Security Instrument conflict with the Note, the Note are deemed to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

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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 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.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] \_\_\_\_\_

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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FORM 3014 9/90

ILINOS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISCS/CMDLU/0894/3014(0990)-L PAGE 8 OF 8

This instrument was prepared by: GLENDA J. O'CONNOR  
Address: 11021 North Mulford Road  
Rockford, IL 61107

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/07/01  
DOLORES GUDINO  
OFFICIAL SEAL  
My commission expires: 05-07-01

Given under my hand and official seal, this 14th day of April, 1998.

Instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as theirs free and voluntary act, for the uses and purposes herein set forth.

RONALD A. GORECKI and KATHLEEN M. GORECKI  
I, THE UNDERSIGNED, a Notary Public in and for said County and State do hereby certify that

Counties: COOK  
STATE OF ILLINOIS

[Type Below This Line For Acknowledgment]

(SEAL) -BORROWER  
RONALD A. GORECKI  
KATHLEEN M. GORECKI  
[Signature]

(SEAL) -BORROWER  
RONALD A. GORECKI  
KATHLEEN M. GORECKI  
[Signature]

(SEAL) -BORROWER  
RONALD A. GORECKI  
KATHLEEN M. GORECKI  
[Signature]

Witnesses:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 8 of this Security Instrument and in any ride(s) executed by Borrower and recorded with it.

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LEGAL DESCRIPTION:

LOT 2174 IN ELK GROVE VILLAGE SECTION 6, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1959 AS DOCUMENT NUMBER 17429393, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office