

# UNOFFICIAL COPY

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1999-02-24 11:25:00  
Cook County Recorder 33.50



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## MORTGAGE

5810755107

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 16 , 1999 . The mortgagor is KIMBERLY D STANISLAWSKI AND JOHN P STANISLAWSKI JOINT TENANTS

( "Borrower" ). This Security Instrument is given to MELLON MORTGAGE COMPANY, A COLORADO CORPORATION which is organized and existing under the laws of THE STATE OF COLORADO , and whose address is 1775 SHERMAN STREET, SUITE 2300, DENVER, COLORADO 80203 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWELVE THOUSAND NINE HUNDRED FIFTY FIVE AND 00/100 Dollars (U.S. \$ 112,955.00 ). 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 MARCH 01, 2029 . 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:  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF

which has the address of 10837 S CALIFORNIA

CHICAGO

, Illinois

[City]

[Street]

60655

("Property Address");

[Zip Code]

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

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

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

## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**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 or 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 the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets 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 data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in 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, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, 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.

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

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.

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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, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent 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.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any instrument, 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.

provisions of this Security Instrument and the Note are declared to be severable.

Instrumental conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note which can be given effect without the conflicting provision. To this end the

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security

Lender shall be given by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Lender when given as provided in this Paragraph.

of by mailing it by first class mail to Lenders address or any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lenders address or any other address stated herein or any other address Lender desires to receive. Any notice to Lender shall be given by first class mail to Lenders address or any other address stated herein or any other address Lender desires to receive.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it under the Note.

make this refund by reducing the principal owed under the Note or by making a due repayment in advance as provided in Note 1.

reduced by the amount necessary to reduce the charge to the permitted limit, will be regranted to Borrower. Lender may choose to collect from Borrower which exceed permitted limits marked as "N/A" or by marking a "P" next to payment if a sum already

loan charges, and that law is finally interpreted so that the interest of other loan charges connected in connection with the loan exceeded the permitted limits, then (a) any such loan charge shall be collected in connection with the loan permitted up to the sum already paid and (b) any sums already

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum consent,

any accommodations with other Borrower may agree to extend, modify, or bear all or part of the Note without that Borrower's consent; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or bear all or part of the Note without that Borrower's consent.

Securities of this Security Instrument may be sold or transferred only to mortgagees, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument.

Borrower, subject to the provisions of paragraph 17, Errorower'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

**12. Successors and Assigees Bound; Joint and Several Liability; Co-signers.** The covenants and agreements set forth in this instrument shall bind and benefit the successors and assigns of Lender and exercise of attorney-in-fact.

Securitry instrument by reason of any circumstances made by the original Debtor, or by any other party, shall not be a waiver of or preclude the remedy of the creditor or remedy.

modificatior of amortization of the sum secured by this security instrument, or to release the liability of the original Borrower or Borrower's successor in interest of Borrower to compensate pro rata against any successor in interest of Borrower who failed to pay any amount due under this Note.

amount of such payments. 11. Borrower Not Released: Forbearance By Lender Not A Waiver. Extension of the time for payment or

unless Lender and Borrower otherwise agree in writing, any application of proceeds to paragraphs 1 and 2 or change the

restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due.

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

otherwise provides, the proceeds shall be applied to the sums not due, and the property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers

immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless provided by this Security Instrument whether or not the proceeds shall be applied to the sums secured by this Security Instrument.

Secured immediately before the taking, divided by (y), the sum which was to be paid to Borrower. In the event of a partial taking of the Property in which the taking, Any balance shall be paid to Borrower. In the event of less than the amount of the sums secured before the taking, divided by (y), the sum which was to be paid to Borrower.

Borrower and Lender otherwise agree in writing, the sums secured by this note, may be paid in installments, or at the option of Lender, in one lump sum.

greater than the fair market value of the property immediately before the taking, unless less than the sum secured by this Security instrument immediately before the taking, unless

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking

condemnation or other taking of any part of the Property, or for convenience in the use of

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21. **ACCELERATION; REMEDIES.** Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender shall give notice in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise) to the notice shall specify: (a) the date required to cure the default; (b) the action required to cure the default; (c) a date, not less than 20 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the date specified in the notice may result in acceleration of the sums secured by this security instrument and sale of the property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assess in the foreclosure proceeding the non-existent or any other debt or any other acceleration and the right to foreclose on or before the date specified in the notice to Borrower to accelerate 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 attorney fees and costs of title evidence.

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.

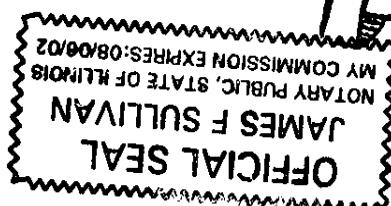
**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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.

However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

**18. Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have another period as applicable law may specify for reinstatement at any time prior to the earlier of: (a) 5 days (or such other period as specified in this Security Instrument for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entitling Lender to all sums which would be due under this Security Instrument if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchallenged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

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 remedy permitted by this Security instrument without further notice or demand.

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This instrument was prepared by:  
MELLON MORTGAGE COMPANY  
P. O. BOX 4883  
HOUSTON, TEXAS 77210

Notary Public

My commission expires: 8-6-02

Given under my hand and official seal, this 16th day of FEBRUARY 1999  
before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR  
to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared  
personally known  
free and voluntary act, for the uses and purposes herein set forth.

I, James F Sullivan, a Notary Public in and for said county and state  
do hereby certify that KIMBERLY D STANISLAWSKI AND JOHN P STANISLAWSKI  
County ss:

(Space Below This Line For Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Witnesses:

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider
- Other(s) [Specify]

Rider(s) were a part of this Security Instrument. [Check applicable box(es)]  
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)]  
25. Security instrument without charge to Borrower. Borrower shall pay any recording costs.  
26. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this  
instrument and shall demand no further security from Borrower.

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1. LEGAL DESCRIPTION:  
LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS  
ALL THAT CERTAIN PROPERTY SITUATED IN CHICAGO  
IN THE COUNTY OF COOK, AND STATE OF ILLINOIS  
AND BEING DESCRIBED IN A DEED DATED 05/31/97  
AND RECORDED 07/21/97 AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

BOOK 97523890 PAGE  
CITY OF CHICAGO, THE NORTH 45 FEET OF LOT 17 AND LOT 18 (EXCEPT THE NORTH  
47.50 FEET THEREOF) IN BLOCK 5 IN OVIATT'S SUBDIVISION OF THE WEST 1/2 OF THE  
SOUTHEAST 1/4 IN SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. )

P.I.N. 24-13-408-024