

# UNOFFICIAL COPY

3479412

(This instrument was prepared by: 2)

ROBERT L. HOLZER  
 (Name)  
 DOWNS GROVE, IL 60515  
 (Address)

## MORTGAGE

THIS MORTGAGE is made this 25TH day of NOVEMBER  
 19 85, between the Mortgagor,

JEROME T. MICHALSKI AND KATHLEEN M. MICHALSKI, HUSBAND AND WIFE  
 (herein "Borrower"), and the Mortgagee,

CAPITOL FEDERAL SAVINGS OF AMERICA , a corporation organized and  
 existing under the laws of THE UNITED STATES OF AMERICA

whose address is 3960 WEST 95TH STREET, EVERGREEN PARK, ILLINOIS 60642  
 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 40,000.00  
 which indebtedness is evidenced by Borrower's note dated NOVEMBER 25, 1985 and extensions and renewals  
 thereof (herein "Note") providing for monthly installments of principal and interest, with the balance of indebtedness,  
 if not sooner paid, due and payable on DECEMBER 4, 2000 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment  
 of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and  
 the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant  
 and convey to Lender the following described property located in the County of COOK , State of  
 Illinois:

LOT 108 OF KINGSPORT VILLAGE EAST, UNIT NUMBER 1 BEING A SUBDIVISION OF  
 PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 26, TOWNSHIP  
 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
 COUNTY, ILLINOIS.

07-26-305-006

which has the address of 633 PRINCE EDWARD CIRCLE SCHAUMBURG  
 (Street) (City)  
 Illinois 60193 (herein "Property Address");  
 (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,  
 appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;  
 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are  
 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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  
 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,  
 subject to encumbrances of record.

ILLINOIS-HOME IMPROVEMENT-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

11-26-85 Description of property set forth herein was created by Plat 305/1985 from Off. 127774/20

3479412

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12/17/11  
12/17/11  
**PUBLIC RECORD**  
**3479412**

Sara Vannice, Attn  
651 S. Roscoe Rd  
Schubmunk, Inc  
COIRS

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Fax \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_  
Mortgage \_\_\_\_\_  
Trust \_\_\_\_\_  
Other \_\_\_\_\_  
Lien \_\_\_\_\_  
Held \_\_\_\_\_  
58, 48, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 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846, 847, 848, 849, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 909, 910, 911, 912, 913, 914, 915, 916, 917, 917, 918, 919, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1017, 1018, 1019, 1019, 1020, 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1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1317, 1318, 1319, 1319, 1320, 1321, 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1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1717, 1718, 1719, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1817, 1818, 1819, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1909, 1910, 1911, 1912, 1

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 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 Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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9. **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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender, in terms of any mortgage agreement, or first or other security agreement with a lien which has priority over all Mortgages;

6. Preservation and Maintenance of Property; Leaseholds; Conditional Leases; Planned Unit Developments; Borrower's obligations under the by-laws and regulations of governing bodies of planned unit developments, the condominium unit development, the by-laws and regulations or covenants creating the condominium unit of planned unit development, Borrower shall perform all of Borrower's obligations under the in a condominium unit or a planned unit development, Borrower shall lease if this Mortgage is on a leasehold. If this Mortgage is on a unit property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a leasehold. Borrower shall not commit waste or permit impairment of the deterioration of the property in good repair and shall not commit waste or permit impairment of the property in good repair; and Borrower shall not commit waste or permit impairment of the property in good repair and shall not commit waste or permit impairment of the property in good repair.

If the property is abandoned by Borrower, or if Borrower fails to respond to a written demand within 30 days from the date notice is mailed by Lender to Borrower, or if Lender receives Carter's option to settle a claim to Lender within 30 days from the date notice is mailed to Lender to collect and apply the insurance proceeds at Lender's option either to restoration or to prepare to sell this Mortgage.

The insurance carrier shall provide coverage for losses resulting from damage to insured property caused by fire or explosion, lightning, windstorms, hail, snowstorms, floods, earthquakes, or other causes of loss. The insurance carrier shall not be liable for damage caused by war, civil commotion, riot, rebellion, insurrection, or rebellion, or for damage caused by the acts of enemies, rebels, or usurpers. The insurance carrier shall not be liable for damage caused by the acts of persons or organizations engaged in terrorism, espionage, or sabotage. The insurance carrier shall not be liable for damage caused by the acts of persons or organizations engaged in espionage, terrorism, or sabotage. The insurance carrier shall not be liable for damage caused by the acts of persons or organizations engaged in espionage, terrorism, or sabotage.

may require and in such amounts and for such periods as Lender may require.

**5. Hazard Management.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "fire, flood coverage," and such other hazards as Lender

4. Prior Mortgages and Deeds of Trust: Lien. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement, with a lien which has priority over this instrument and releases all demands of secured debts if necessary.

the Note and Paragraphs 1 and 2 hereto shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, them to trust first payable on the Note, and then to the principal of the Note.

Lender may require.  
Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 7 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender at the time of application as a credit against the sale of the Property or its acquisition by Lender, any Funds held by Lender under any mortgage, trust deed, or other security interest held by Lender, or any other funds held by Lender under any agreement, shall be applied to the payment of the principal amount of the Note, and the balance, if any, shall be paid over to the Lender by Lender.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, Lender shall make up the deficiency in one or more payments as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply funds to pay said taxes, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree at the time of execution of this Mortagage that interest on this Mortagage is made such a charge. Borrower and Lender agrees such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay interest on the Funds and Lender shall be paid to Borrower, and unless such interest is made or applicable law requires such interest to be paid, Lender shall be paid to Borrower, and Lender shall be paid to the Funds and the sums received by his Mortagagee.

such payments often tends to exacerbate bottower marks such payments to the holder of a prior mortgage or deep of trust such holder is an institutional lender.

2. **Funds for Taxes and Interest.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned-unit development assessments, if any) which may attach to the property over this Mortgagor's interest in the property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premiums for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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**DUE-ON-TRANSFER RIDER**

**Notice:** This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 25TH day of NOVEMBER 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CAPITOL FEDERAL SAVINGS OF AMERICA (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:  
633 PRINCE EDWARD CIRCLE, SCHAUMBURG, ILLINOIS 60193

[Property Address]

**AMENDED COVENANT.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

**16. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

  
\_\_\_\_\_  
JEROME T. MICHALSKI

(Seal)  
-Borrower

  
\_\_\_\_\_  
KATHLEEN M. MICHALSKI/HIS WIFE

(Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

(Seal)  
-Borrower

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