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03511492

This instrument was prepared by:

RICHARD J. JAHNS.....
 (Name)
 5200 W. FULLERTON AVE
 (Address)
 CHICAGO, ILL 60639

3511492
MORTGAGE

NOTE IDENTIFIED

THIS MORTGAGE is made this 8TH day of APRIL 1986, between the Mortgagor, EMIL SZMIT AND KRYSTYNA SZMIT, HUSBAND AND WIFE, and CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Borrower"), and the Mortgagee, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5200 West Fullerton — Chicago, Illinois 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 08, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 01, 2016;

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

THE SOUTH 31.28 FEET OF Lot FOUR IN BLOCK 7, IN W. F. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PROPERTY INDEX NUMBERS

13	19	120	051	0000
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which has the address of 3716 N. NORDICA, CHICAGO, ILLINOIS 60634 (herein "Property Address"); (Street) (City) (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNITY TITLE GUARANTY COMPANY
450 East Lake Street
Addison, Illinois 60101

351-492

RETURN TO BOX 403

IN DUPLICATE

(SPECIFY BELOW THIS LINE IF APPROPRIATE FOR LEADER AND MEMBERSHIP)

Notary Public

AT THE day of APRIL 1986.

I, KRYSTINA SZMELT, HUSBAND AND WIFE,

do hereby declare, in the presence of Notary Public in and for said County
of County ss:

KRYSTINA SZMELT, HUSBAND AND WIFE,

EMIL SZMELT, WIFE,

in the presence of Notary Public in and for said County
of County ss:

KRYSTINA SZMELT, HUSBAND AND WIFE,

EMIL SZMELT, WIFE,

Prior to entry of a judgment, the Note and notes securing Future Advances, if any, had no acceleration clauses; (b) Borrower cures all breaches of any other contracts or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable attorney's fees incurred by Lender in enforcing the covenants of Borrower contained in this Mortgage; (d) Borrower takes such action as Lender may provide in paragraph 18 hereof, but not limited to: reasonable attorney's fees; and enforces remedies such as set forth in paragraph 18 hereof, but not limited to: reasonable attorney's fees; and in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon payment and discharge of all sums secured by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rights; 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 of abandonment 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, Borrower shall, prior to release of the rents of the Property, take possession following judicial sale, Lender, in person, by agent or by judge specially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property and to apply the rents collected by Lender 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage exceed the Note plus US \$ 120,000.00.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage in the amount of the principal amount of the Note plus US \$ 120,000.00.

23. Waiver of Non-Defeasement. Borrower hereby waives all right of homestead exemption in the Property.

24. Waiver of Right to Set Off. Borrower shall pay all costs of recordation, if any.

25. Mortgagor. Borrower has executed this Mortgage.

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this .⁸TH. day of . . . APRIL, 19⁸⁶ . . . and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION
 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at . . . 3716 N. NORDICA, CHICAGO, ILLINOIS 60634

Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 9.50%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on . . . JUNE 01, 19⁸⁷ . . . and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
 [Check one box to indicate Index.]

- (1) * "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
 (2) . . . SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) There is no maximum limit on changes in the interest rate at any Change Date.

(2) The interest rate cannot be changed by more than . . . percentage points at any Change Date. *

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit or the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

EMIL SZMIT

Emil Szmit (Seal)
 —Borrower

KRYSTYNA SZMIT

Krystyna Szmit (Seal)
 —Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

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* after the 4th year. The initial interest rate will be increased a maximum of 3% on the first change date.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. 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 related to Lender's interest in the Property.

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 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. 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.

11. Forbearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. 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 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. 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 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, return receipt requested, 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.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 the Mortgage and the Note are declared to be severable.

16. 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.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant ~~(d) the grant of any household interest of three years or less not containing an option to purchase~~, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 18 hereof.

* or if the borrower ceases to occupy the property as his principal residence

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

18. Acceleration; Remedies. Except as provided in paragraph 17 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 mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 non-existence 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. Protection of Lennder's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced, which materially affects Lennder's interest in the Property, Borrower shall pay the premiums required to maintain such insurance of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such reinsurance of the termes, fees and duty upon the Property to make repairs. Ifender requires reinsurance as a sum and take such action as is necessary to protect Lennder's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lennder's option, upon notice to Borrower, may make such application for discharge, in whole or in part, of the obligations of Lennder to Borrower.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall shall hold it in a leasehold. If this Mortgage is on a leasehold, the lessee shall be liable for the maintenance and repair of the Property and shall be responsible for all taxes and assessments.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to prior shall not extend in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortagage prior to such sale or

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such repairs are reasonably necessary to restore the security of this Mortgage is not thereby impaired. If such sums received from or repaid to the insurance company or if the security of this Mortgage would be materially impaired, the insurance proceeds shall be applied to the sums received by this Mortgagor with the excess, if any, paid to Borrower. If the insurance proceeds fail to settle a claim for insurance benefits, Lender is authorized to collect by Lender's option either to restore or repair the damage or to sell the property to the insurance company or to the sum of the amounts received by Lender from the insurance company plus interest at the rate of 12% per annum from the date of the sale or repair until paid in full.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause, insuring Lender as first mortgagee, and a paragraph in each of the following forms:

such coverage exceed that amount of coverage required to pay the claim secured by this Mortgage.

5. Hazard Insurance. Borrower shall keep the insurance policies in force for the term of the Note and pay all premiums due thereon.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions arising out of any private tax assessments.

The Borrower shall pay all taxes, assessments and other charges, fines and impositions arising out of any private tax assessments.

Property which may be held in such manner, by Borrower making payment, when due, directly to the provider under paragraph 2 hereof, or, if any, paid in such manner, by Borrower making payment, when due, directly to the provider under paragraph 2 hereof, or, if any, in the manner

Borrower shall promptly furnish, to Lender notices of amounts due under this paragraph, and in the event Borrower shall make payment directly to Lender, to Lender all notices of amounts due under this paragraph.

Borrower shall promptly furnish, to Lender notices of amounts due under this paragraph, and in the event Borrower shall make payment directly to Lender, to Lender all notices of amounts due under this paragraph.

such liens in manner acceptable to Lender, or shall agree in good faith concerning such liens by, or defend and prosecute at such time in, such action to discharge any such liens so long as Borrower has properly over this Mortgage; provided, that Borrower shall not be required to do so unless the Borrower shall agree in writing to do so.

such liens in manner acceptable to Lender, or shall agree in good faith concerning such liens by, or defend and prosecute at such time in, such action to discharge any such liens so long as Borrower has properly over this Mortgage; provided, that Borrower shall not be required to do so unless the Borrower shall agree in writing to do so.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and other expenses.

held by Lender. If in due paragraphs 8 hereof the Property is sold or otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Note.

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 Leader if Leader is such an institution). Leader shall apply the Funds to pay said taxes, assessments, premiums and ground rents. Leader may not charge for so holding the Funds. Leader is liable for any deficiency in the amount of the taxes, assessments, premiums and ground rents. Leader shall not charge for holding the Funds. Leader is liable for any deficiency in the amount of the taxes, assessments, premiums and ground rents.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and insurance. Lender or the basis of assessments and bills and reasonable estimates for mortgage insurance, if any, plus one-twelfth of yearly premiums for hazard insurance to Lender on the day monthly installments 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 which may attain priority over this mortgage, and ground rents on the property, plus one-twelfth of yearly premiums for hazard insurance to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.