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3003555 This instrument was prepared by:
SWANSON & BAKER
8705 W. 95th Street
Hickory Hills, IL 60457
(Address)

MORTGAGE

THIS MORTGAGE is made this . . . 9th . . . day of . . . August . . .
19 . . . 90, between the Mortgagor, . . . ZDZISLAW WISNIEWSKI & ZOFIA WISNIEWSKI, HIS WIFE . . .
(herein "Borrower"), and the Mortgagee,
COMMERCIAL CREDIT LOANS, INC. . . . a corporation organized and
existing under the laws of . . . DELAWARE . . .
whose address is . . . 8705, W., 95th Street, Hickory Hills, IL 60457 . . .
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. . . 16076.58 . . .
which indebtedness is evidenced by Borrower's note dated . . . 8/9/90 . . . 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 . . . 8/14/05 . . .

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 Eighty-One (81) in Playfield Addition, a Subdivision of the Northwest Quarter
($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$); also the
North Half ($\frac{1}{2}$) of South Half ($\frac{1}{2}$) of Northwest Quarter ($\frac{1}{4}$) of Southwest Quarter
($\frac{1}{4}$) of Section 33, Township 37 North, Range 13, East of the Third Principal
Meridian, according to Plat thereof registered in the Office of the Registrar of
Titles of Cook County, Illinois, on April 1959, as Document Number 1856183.

PERMANENT INDEX NO: 24-33-312-014-0000

Note identified
by County Clerk's Office

which has the address of . . . 5431, W. 131st Street, . . . Crestwood . . .
[Street] [CITY]
Illinois . . . 60445 . . . (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 for the leasehold estate if this Mortgage is on a leasehold) are
hereinafter referred to 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
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

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Address	Submitted by
Delivery address	Notified
Address	Address
Delivery duplicate	Date
Address	Address
Delivery to	Address
PLEASE RETURN TO: CAROL MOSELEY BRAUN 8705 W. 95TH STREET CHICAGO, IL 60457	
REGISTRATION OF TITLES CAROL MOSELEY BRAUN	
1990 AUG 10 PM 12:23	

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(Space Below This Line Reserved for Lender and Recorder)

Property of Cook County Clerk's Office

NOTARY PUBLIC STATE OF ILLINOIS
SHARON R. BAKER
OFFICIAL SEAL
MY COMMISSION EXPIRES: OCT. 3, 1991

E Baker
 Notary Public

Given under my hand and official seal, this day of August 19 90

I, SHARON R. BAKER, a Notary Public in and for said county and state, do hereby certify that

..... ZDZIŚLAW MINTŁĘSKI, c/o DEIA WISNIEWSKI, HIS WIFE,

..... personally known to me to be the same person(s) whose name(s)

..... appears before me this day in person, and acknowledge that, to the X, signed and delivered the said instrument in the free voluntary act, for the uses and purposes herein set forth.

..... subscribed to the foregoing instrument in the presence of

STATE OF ILLINOIS, COOK, County ss:

Sharon R. Baker
 Notary Public

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT
AND FORCLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead excepted in the Property.

charge to Borrower. Borrower shall pay all costs of recordation, if any.

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10. Borrower Not Released By Lender Not a Waiver. Extension of 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 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

30055

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9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with property assigned and shall be paid to Lender or other title company or attorney of record or other security agree-
ment with a lien which has priority over the Note and late charges as provided in the Note.

provided that Lender shall give Borrower notice prior to any such inspection specifically reserving cause therefor
related to Lender's interest in the Property.

8. **Lapse.** Lender may make or cause to be made reasonable expenses of any late charges or other amounts of the Property
related to Lender's interest in the Property.

Noticing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder
terms of payment, such amounts shall be payable upon demand by this Mortgagor. Unless Borrower refuses to pay the
become additional indebtedness by this Mortgagor. Unless Borrower and Lender agree to other
Any amount disbursed by Lender pursuant to this Paragraph 7, with intent thereto, in the Note rate, shall
Borrower's and Lender's written agreement or applicable law.

Borrower's and Lender's such insurance for such time as the requirement for such insurance terminates in accordance with
insurance as a condition of making the loan necessary to protect Lender's interest, if Lender required notice
reasonable attorney fees, and take such action as is necessary to protect Lender's interest, if Lender pay the premium
Lender, or if Lender's option, upon notice to Borrower, may make such appraisals, disputes such sums,
Mortgagee, or if any action of proceeding is commenced which materially affects Lender's interest in the Property, then
7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this
terms of the condominium or planned unit development unit documents, and constitutes documents.
declaration of governing documents of a planned unit development the condominium of planned unit development, the by-laws and regula-
in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the
Property and shall comply with the provisions of any lease this Mortgage is on a leasedhold. If this lease, age is on a unit
power shall keep the Property in good repair and shall not commit waste or permit impairment of the
or to the sum: secured by this Mortgage.

If the Property is sold by Borrower, or if Borrower fails to respond to notice or to pay the
notified by Lender to Borrower that the insurance carried offers to settle a claim for his benefit, Lender is
protection of loss if not made properly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make
or other security agreement with a lien which has priority over this Mortgage.
Lender shall have the right to hold the policies and renewals thereof, subject to the terms of this mortgage, dead of insur-
ageable to Lender and shall include a standard mortgage clause in, or of and in a form acceptable to Lender
that such approval shall not be unreasonable withheld. All insurance held by Lender shall be in a form
The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender.

5. **Hazard Insurance.** Borrower shall keep the insurance, now existing or hereafter created on the Property
insured against loss by fire, hazards included within the term, "extended coverage", and such other hazards as Lender
may require and in such amounts and for such periods as Lender may require.

6. **Paper Mortgages and Deeds of Trust.** Lender shall pay the ground rents, if any,
mortgage and cadastral payments attributable to the Property which may accrue over this period over this
assessments and other charges, taxes and impositions attributable to the Property which may accrue over this
including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes,
under any mortgage, deed of trust or other security instrument with a lien which has priority over this Mortgage,
Borrower under this Note, and then to Lender by Lender under this Note, and then to the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under
the Note and paragraphs 1 and 2 herein shall be applied to the sums secured by this Mortgage.

held by Lender in the time of application as a credit against the sums secured by this Mortgage.
Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds
held by Lender, if under paragraph 1, hereof the Property is sold or the Property is otherwise acquired by Lender,
Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds

held by Lender may require.
they fail due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as
the funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as
either promptly paid to Borrower or credited to Borrower as they fall due, such excess shall be at Borrower's option,
taxes, assessments, and premiums and ground rents, shall exceed the amount required to pay said

If the amount of the funds held by Lender, together with the future amounts of funds payable prior to
the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said
Funds are paid, as additional credits for the sums secured by this Mortgage.

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made, the
Borrower any interest or interests on the Funds, and Lender shall give to Borrower, without charge, an annual accounting of
unless Borrower is made of application of this Mortgage that interest on the Funds shall not be paid to Borrower, and
may agree in writing at the time of application of the Funds and applying law permits, to make such a charge, Borrower and Lender
pays Borrower interest on the Funds, and applying law permits Lender to pay varying and commencing said assessments and ground rents
and applying the Funds, and applying said account of varying and commencing said assessments and ground rents on the
the Funds to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding
insured or guaranteed by a Federal or state agency including Lender in an institution the depository of which are
If Borrower pays Funds to Lender, the Funds shall be held in an institution the depository of which are

deed of trust of Funds to Lender to the extent that Lender is an institutional lender,
such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or
Lender on the basis of assessments and bills and reasonable estimates thereof, Borrower shall not be entitled to make
preliminary installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by
Property, if any, plus one-twelfth of yearly premiums installments for hazard insurance, plus one-twelfth of yearly
planned unit development assessments, if any, which may attain priority over this Mortgage and ground rents on the
a full, a sum herein, "Funds", equal to one-twelfth of the yearly taxes and assessments including condominium and
to Lender on the day monthly payments of the principal and interest under the Note, until the Note is paid
indebtedness evidenced by the Note and late charges as provided in the Note.

1. **Payment of Premium and Interest.** Borrower shall promptly pay when due the principal and interest
UNIFORM COVENANTS Borrower and Lender covenant and agree as follows: