

# UNOFFICIAL COPY

5/24/2011  
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ISS #1107325

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29TH  
19 90 The mortgagor is THOMAS NAKIC AND CAROLINE A. NAKIC, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to INVESTORS SAVINGS BANK, F.S.B., ITS SUCCESSORS AND/OR ASSIGNS which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is MINNETONKA FINANCIAL CENTER, 10801 WAYZATA BOULEVARD, SUITE 300 MINNETONKA, MINNESOTA 55343 ("Lender"). Borrower owes Lender the principal sum of \*ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 117,500.00 \*\*\*\*\*). 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 DECEMBER 1ST, 2020 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

LOT 15 AND LOT 16 IN BLOCK 1, IN SOFIELD GARDENS, A SUBDIVISION IN THE EAST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-17-400-046

which has the address of 9125 NORTH AUSTIN AVENUE  
(Street) MORTON GROVE  
(City)  
Illinois 60053 (Zip Code) ("Property Address");

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 rights and stock and all 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 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

SP(16) 0008

VMP MORTGAGE FORMS • (313)293-8100 • (800)621-7291

Form 3014 12/83  
Amended 5/87

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OAK BROOK, ILLINOIS 60521  
2311 WEST 22ND STREET, SUITE 100  
INVESTORS SAVINGS MORTGAGE CO.  
RECORD AND RETURN TO:

NOTARY PUBLIC  
DONALD W. HOAG  
NOTARY PUBLIC, STATE OF ILLINOIS  
MAY 2003 EXPIRES 6/1/03

OAK BROOK, ILLINOIS  
NINA ROBBISON  
THIS DOCUMENT PREPARED BY:  
My Commission expires:  
Given under my hand and official seal, this 29th day of NOVEMBER , 19 90  
Signed and delivered the said instrument as THREE  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
. personally known to me to be the same person(s) whose name(s)  
do hereby certify that THOMAS NAKIC AND CAROLINE A. NAKIC, HUSBAND AND WIFE  
UNDERSIGNED  
STATE OF ILLINOIS  
3929694  
COOK COUNTY  
SOLICITATION  
I agree Below This is for application  
11/11/90 11/11/90 11/11/90  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
CAROLINE A. NAKIC  
(Seal)  
THOMAS NAKIC  
(Seal)  
Carolyn A. Nakic  
and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Security Instrument.  

Other(s) [specify] OCCUPANCY RIDE

Graduate Residential Rider     Planned Unit Development Rider  
 Adjustable-Rate Rider     Condominium Rider     1-4 Family Rider

If applicable that covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
This Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and  
supplement 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 such rider shall be incorporated into and shall amend and  
supplement to this Security Instrument. All rights of the holder(s) under this Security Instrument shall be retained by  
the holder(s) of this Security Instrument. If one or more riders are incorporated into and shall amend and  
supplement to this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and  
supplement to this Security Instrument as if the rider(s) were a part of this Security Instrument.  

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

21. Remodel. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument without charge to Borrower. Borrower shall pay any recording costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or any time  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to collect all amounts due and owing from the property and to pay amounts  
of the property including those past due. Any 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 bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument, Lender shall receive  
any amounts remaining after payment of all sums secured by this Security Instrument.

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

21. Remodel. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument without charge to Borrower. Borrower shall pay any recording costs of this instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or any time  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to collect all amounts due and owing from the property and to pay amounts  
of the property including those past due. Any 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 bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument, Lender shall receive  
any amounts remaining after payment of all sums secured by this Security Instrument.

(d) this failure to cure the default on or before the date specified in the notice may result in acceleration of the sum  
measured by the security instrument, provided the notice by lender to borrower to accelerate the debt or the property. The notice shall remain  
informed Borrower of the right to terminate acceleration and the right to assert in the foreclosure proceeding the non-  
residence of a debtor or a defaulter or any other defaler to accelerate the debt or the property. If the defaulter is not cured on  
or before the date specified in the notice to borrower to accelerate the debt or the property, Lender may proceed  
by suit or other action to recover the amount due and owing from the property. Lender may sue for all sums  
secured by this security instrument and the damages resulting from the acceleration of the debt or the property.  

(c) a date, not less than 30 days from the date the notice is given to borrower; (d) the sooner the defaulter may be cured; and  
of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach  
of any covenant or agreement otherwise); (e) the sooner to recover the amount due and 17 unless  
otherwise law provides otherwise). The notice shall specify: (a) the defaulter; (b) the sooner required to cure the default;

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach  
of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach  
of any covenant or agreement otherwise); (c) the sooner to recover the amount due and 17 unless  
otherwise law provides otherwise).

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

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

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

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

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

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

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

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

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

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Loan Number ISB #1107325

## OCCUPANCY RIDER TO SECURITY INSTRUMENT

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Security Instrument (which may be a deed of trust, mortgage, security deed or other security instrument) as well as the Promissory Note of the same date which is secured by said Security Instrument. During such time that the provisions of said Security Instrument or Promissory Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

If the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), or any other third party buys all or some of Lender's rights under said Security Instrument and Promissory Note, this Rider will no longer have any force or effect. If, thereafter, FHLMC, FNMA, or any other third party should transfer said Security Instrument and Promissory Note to Lender or Lender's successor in interest or assigns, the provisions of this Rider shall thereupon be reinstated.

## OWNER-OCCUPANCY REQUIREMENT

As an inducement for Lender to make the loan secured by the Security Instrument, Borrower has agreed to:

- (1.) occupy, as Borrower's primary residence, the real property commonly known as  
9125 NORTH AUSTIN AVENUE, MORTON GROVE, ILLINOIS 60053  
("Real Property") within 30 days of the date the Security Instrument is recorded and
- (2.) continue to occupy said Real Property through the one-year anniversary date of the recordation of the Security Instrument. Lender may waive this one-year occupancy requirement if Lender, in its sole discretion, determines that Borrower failed to meet this requirement for reasons beyond his or her control.

Borrower acknowledges that Lender would not have agreed to make the loan if the Real Property were not to be owner-occupied and that the interest rate set forth on the face of the Promissory Note, as well as other terms of the loan, were determined as a result of Borrower's representation that the Real Property would be owner-occupied.

Borrower further acknowledges that, among other things, purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchases of loans) typically require that properties securing loans acquired by such purchasers be owner occupied, and will reject loans for which the security properties are not owner-occupied; the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the security property is not owner-occupied; and, if and when Lender makes a loan on non-owner-occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties.

Accordingly, in the event the Real Property is not occupied as Borrower's primary residence within 30 days of the recordation of the Security Instrument and through the one-year anniversary date of the recordation of the Security Instrument, the holder of the Promissory Note may, soley at the holder's option, either:

- (a) declare all sums owed under the Promissory Note and secured by the Security Instrument to be immediately due and payable, or
- (b) if the loan's interest rate is fixed, increase the interest rate set forth in the Promissory Note by one percentage point (1.00%), effective the date the Security Instrument was recorded, with all subsequent monthly payments adjusted accordingly; or if the loan's interest rate is adjustable, increase the interest rate, the margin and the limits on adjustments to the interest rate by one-half of one percentage point (.50%), effective the date the Security Instrument was recorded, with all subsequent monthly payments adjusted accordingly.

Notwithstanding the above, in no event shall any of the provisions contained herein result in an interest rate in excess of the maximum permitted by law.

If any court of competent jurisdiction determines that any term, covenant, condition or provision herein, or the application thereof to any circumstance is invalid, void or unenforceable, the same shall be deemed severable from the remainder and shall in no way affect any other term, covenant or provision or the application thereof to circumstances other than those to which it is held invalid.

The rights of the Lender hereunder shall be in addition to any other rights of Lender under the Security Instrument or as allowed by law.

Date NOVEMBER 29, 1990

*Thomas Nakic*  
THOMAS NAKIC  
Borrower

Date NOVEMBER 29, 1990

*Caroline A. Nakic*  
CAROLINE A. NAKIC  
Borrower

Date \_\_\_\_\_

\_\_\_\_\_  
Borrower