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051824213

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 30, 1991**. The
 mortgagor is **WILLIAM MRZILAK AND KATHERINE A MRZILAK, HIS WIFE**

("Borrower"). This Security Instrument is given to **St. Paul Federal Bank for Savings**

which is organized and existing under the laws of **United States of America**, and whose address is
6700 N. Knox Ave., Chicago, Illinois 60635
 ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHT THOUSAND AND NO./100-**
108,000.00 Dollars (U.S. \$ **108,000.00**). 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 **DECEMBER 1, 2006**. This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the
 security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
 Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
 described property located in **COOK** County, Illinois:

LOT 22 IN POPP'S RESUBDIVISION OF BLOCK 16 IN BARRINGTON, A
 SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
 SECTION 1, ALSO LOTS 1 TO 9 INCLUSIVE OF LOT 106 IN MUNDAY'S
 RESUBDIVISION OF LOTS 102 AND 106 OF THE COUNTY CLERK'S RE-
 SUBDIVISION OF THE ASSESSOR'S DIVISION EXCEPT LOTS 9 TO 17
 INCLUSIVE AND LOTS 30, 34 AND 35 THEREOF, OF THE WEST 1/2
 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST
 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORD-
 ING TO THE PLAT OF SAID POPP'S RESUBDIVISION RECORDED
 AUGUST 16, 1927, AS DOCUMENT NUMBER 9750124, IN COOK COUNTY, ILLINOIS
 PIN # 01-01-126-039

which has the address of **522 S. SUMMIT ST.** **BARRINGTON**,
 (Street) **[City]**

Illinois **60010** ("Property Address");
 [Zip Code]

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3014 D&D (page 1 of 6 pages)

Kahn *WJH*

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2395 SEP 91

[Signature]
Form 3014 9-90 (page 2 of 6 pages)

satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
 may attain priority over this Security Instrument. Lender may give Borrower a notice definitely fixing the lien. Borrower shall subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which prevents the enforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender which legal proceedings against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to reach the lien by, or defends a claim in a manner acceptable to Lender; (d) contains in good agrees in writing to die payment of the obligation secured by the lien in a manner acceptable to Lender; (e) contains, in good faith, promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing these direct to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on behalf which may then pay the Security Instrument, and less than 10 days of ground truths it may. Borrower property which may then pay the Security Instrument, and less than 10 days of ground truths it may. Borrower shall pay all sums secured by this Security Instrument to Lender in the manner provided by Lender under the payments.

4. **Charges Lien.** Borrower shall pay all taxes, assessments, charges, fees and impositions deductible to the preparation 2, third to intersecting date, fourth to principal due, and fifth to any late charges due under preparation 1 and 2 shall be applied first, to any payment otherwise, all payments received by Lender under

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under secured by this Security Instrument.

side of the Property, shall apply any funds held by Lender at the time of application of such to the payment of funds held by Lender shall apply to set the Property, Lender, prior to the application of

1 upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

determined to no more than twice monthly payments, if Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the face value of the funds held by Lender may so notify Borrower in writing, and, in removal 2, for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security Instrument.

sums each deposit to the funds was made. The fund, are pledged as additional security for all sums secured by shall give to Borrower, without charge, an initial account of the funds, showing credits and debits to the funds and the sum of the funds. Borrower and Lender may agree to a time, however, that Lender shall not be paid on the funds Lender agrees to make a change. However, if and may require Lender to pay a sum twice the amount required to make up the application service used by Lender in connection with this loan unless applicable law provides otherwise. Unless an order to make such a change, however, if and may require Borrower to pay a sum twice the amount required to make up the application service used by Lender in connection with this loan unless applicable law provides otherwise. Unless an amount to exceed the lesser amount of funds held by Lender to any sum deposited in any Federal Home Bank under applicable law, the funds to pay ordinary Lender is such an institution as a federal home institution or in any state bank under state law, the funds to pay ordinary Lender is such an institution as a federal agency, institution, or entity

The funds shall be held in escrow until those deposits are used by a federal agency, institution, or entity

reasonable expense of administration, including labor, time or otherwise in accordance with applicable law

amount not to exceed the lesser amount Lender may estimate the amount of funds in an amount sufficient to meet the needs of the funds under applicable law shall apply to the funds as a lesser amount in any time, Lender collects and holds funds in an amount sufficient to meet the needs of the funds under applicable law, as agreed to by Lender and Borrower. If the funds are held for a period of time longer than the period specified in the instrument, Lender may require to pay a sum twice the amount required to make up the application service used by Lender in connection with this loan unless applicable law provides otherwise. Unless an order to make such a change, however, if and may require Borrower to pay a sum twice the amount required to make up the application service used by Lender in connection with this loan unless applicable law provides otherwise. Unless an amount to exceed the lesser amount of funds held by Lender to any sum deposited in any Federal Home Bank under applicable law, the funds to pay ordinary Lender is such an institution as a federal agency, institution, or entity

2. **Funds for Taxes and Insurance.** Subject to applicable law or if a written waiver be furnished, Borrower shall pay

the payment of and interest on the debt evidenced by the Note and any preparation and late charges as follows:

Interest. Borrower and Lender covenant and agree as follows:

This Series 1981 First and Interests of the property, and any security instrument covering real property

and will defend personally the title to the property against all claims and demands, subject to any encumbrances of record.

Borrower & Covenants that Borrower is lawfully seized of the estate hereby acknowledged and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for contingencies of record. Borrower waives

any taxes now or hereafter a part of the property. All stipulations and additons shall also be governed by this Security

Instrument. All of the foregoing is reflected in this Security Instrument and is the "Property".

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstatement, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

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[Signature]

Form 3014 Q00 *Letter of agreement*

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be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be disregarded in whole the Property is leased. In the event that any provision of clause of this Security instrument or the Note are provided for in this Security instrument shall be governed by federal law and the law of the state in which the Note is located.

15. **Terminating law; Severability.** This Security instrument shall be governed by federal law and the law of the state in which the Note is located. In this Security instrument shall be given to Borrower for Lender when given as provided for in this Agreement.

provided for in this Security instrument shall be deemed to have been given to Borrower for Lender as a general provision of this Note unless otherwise addressed to any other address Lender designates by notice to Borrower. Any notice given to Lender's address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first property address unless applicable law requires use of another method. The notice shall be directed to the mailing it by first class mail unless otherwise directed. The notice shall be given by first class mail unless otherwise directed so that the interest in other than changes or updates to the collateral in connection with the loan exceed the permitted limits, then (a) any such change shall be reduced by the amount necessary to reduce charges, and this law is timely participated so that the interest in other than changes or updates to the collateral in connection with the loan exceed the permitted limits, and (b) any such change shall be reduced by the amount necessary to reduce the change to the permitted limit, and (c) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (d) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (e) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (f) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (g) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (h) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (i) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (j) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (k) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (l) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (m) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (n) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (o) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (p) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (q) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (r) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (s) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (t) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (u) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (v) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (w) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (x) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (y) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (z) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit.

16. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given to Lender when given as provided for under the Note.

provided for in this Security instrument shall be given to Borrower for Lender as a general provision of this Note unless otherwise addressed to any other address Lender designates by notice to Borrower. Any notice given to Lender's address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first property address unless otherwise directed. The notice shall be directed to the mailing it by first class mail unless otherwise directed so that the interest in other than changes or updates to the collateral in connection with the loan exceed the permitted limits, then (a) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (b) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (c) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (d) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (e) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (f) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (g) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (h) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (i) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (j) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (k) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (l) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (m) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (n) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (o) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (p) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (q) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (r) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (s) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (t) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (u) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (v) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (w) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (x) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (y) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit, and (z) any such change shall be reduced by the amount necessary to reduce the loan balance to the permitted limit.

17. **Loan charges.** If the loan secured by this Security instrument is subject to any charge or security interest in the property of the Lender and Borrower, the Lender and Borrower shall be liable to the Lender and Borrower for payment of any amount due under the Note or any other agreement between the Lender and Borrower.

postpones the due date of the installments payable, excepted if and 2 to a day of the amount of such payments.

If less than and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or delay the sum secured by this Security instrument, whether or not due due to the payment of the Note or any other agreement between the Lender and Borrower.

If the property is abandoned by the Lender and Borrower, the Lender and Borrower shall be liable to the Lender and Borrower for payment of any amount due under the Note or any other agreement between the Lender and Borrower.

18. **Abandonment.** The property of any kind of the Lender and Borrower, or for a conveyance in lieu of abandonment, are hereby given and shall be paid to Lender.

19. **Inspection.** Lender at his option may make reasonable entries upon and inspections of the Property. Lender shall and Lender is subject to applicable law.

coverable in the amount and for the period that Lender requires, provided by an insurer approved by Lender after becoming loss covered and is required Borrower shall pay the premium required to maintain coverage insurance in effect, or to provide a loss coverage insurance, and the premium to be paid to the insurer by Lender, in the amount and for the period that Lender requires, until the requirement for insurance ends in accordance with any written agreement between Lender and Borrower.

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LOAN RIDER

0 1 0 0 0 2 6 6

LOAN NO 051824213
DATE OCTOBER 30, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness. said Security Instrument encumbers real property commonly described as

522 S SUMMIT ST, BARRINGTON IL 60010

(PROPERTY ADDRESS)

1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.

2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

William Mrzlaik

WILLIAM MRZLAIK

Borrower

Katherine A. Mrzlaik

KATHERINE A. MRZLAIK

Borrower

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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 as if no acceleration had 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 ensure that the hen 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Nov. 1, 2003 Covenants. Borrower and Lender further covenant and agree as follows:

21. 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 under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Form 3014-9-90 (page 1 of 4 pages)

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Others (specify) **LOAN RIDER**

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

William Mrzak

WILLIAM MRZAK

(Seal)
-Borrower

Social Security Number 354-60-1462

Katherine A. Mrzak

KATHERINE A. MRZAK

(Seal)
-Borrower

Social Security Number 331-57-8584

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, COOK County ss:

MARILYN H. KAMM

a Notary Public in and for said county and state, certify that WILLIAM MRZAK AND KATHERINE A. MRZAK
HIS WIFE

personally known to me to be the same person(s) whose name(s) MARILYN H. KAMM subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEIR signed and delivered the instrument as THEIR free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of OCTOBER, 1991.

My Commission expires: 4-22-95

4008266

RAYMOND F SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 W NORTH AV CAROL MOTTLEY CRAVEN
CHICAGO, IL 60635 REGISTRAR OF TITLES

4008266

Submitted
4008266
Protect
Deliver

Address
E:
Deed
Address
Notified

"OFFICIAL SEAL"
MARILYN H. KAMM
Notary Public, State of Illinois
My Commission Expires 4-22-95

Form 3014 8/90 (page 6 of 6 pages)

051824213
MRZAK WILLIAM
HBK

Prairie Title Inc
329 W Chicago Ave
Oak Park IL 60302

2300 SEP 91

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