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Cook County Recorder 49.50



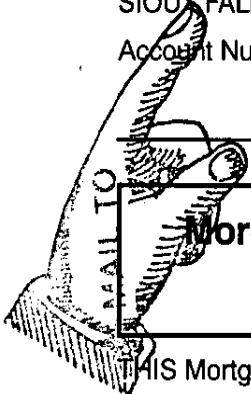
PREPARED BY

*[Signature]*  
Lisa Arcangeletti

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

SIOUX FALLS SERVICING CENTER  
4909 EAST 26TH STREET,  
SIOUX FALLS, SD 57110

Account Number: 940-2-390-420704



<b>Morgan Stanley Dean Witter Credit Corporation</b>	<b>ILLINOIS MORTGAGE</b>
--	------------------------------

THIS Mortgage (herein "Security Instrument") is made **May 19, 2000**

by the Mortgagor, (herein "Borrower")

**PETER F. SZUJEWSKI AND ELAINE HENLY  
SZUJEWSKI, AS TRUSTEES OF THE PETER F.  
SZUJEWSKI TRUST DATED FEBRUARY 18, 1992**

**P.N.T.N.**

and given to the Mortgagee (herein "Lender")

**Morgan Stanley Dean Witter Credit Corporation  
2215 SANDERS ROAD SUITE 300  
NORTHBROOK, IL 60062**

**THIS AGREEMENT IS A FIRST MORTGAGE.**

**AMOUNT SECURED: Four Hundred Ninety-Three Thousand Seven Hundred Fifty and 00/100 (\$493,750.00).**

Borrower owes Lender the principal sum of Four Hundred Ninety-Three Thousand Seven Hundred Fifty and 00/100 Dollars (U.S. \$493,750.00). This debt is evidenced by Borrower's note dated the same day as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2025. 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 the Lender the following described property located in Cook COUNTY, ILLINOIS:

**SEE ATTACHED LEGAL DESCRIPTION**

which has the address of ("Property Address")

**1233 S Plymouth Court  
Chicago, IL 60605**

Property Tax Index Number:

**17-21-214-054**

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All the foregoing is referred to in this Security Instrument as the ("Property").

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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.

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

**1. Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges, and other charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits of the funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 22, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 hereof shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any other charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly

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furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

**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 offers 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 22 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to 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 reinstate, 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 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.

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**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform any of the covenants or 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 attorney's 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 requires 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 of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking 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 the any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 amounts of such payments.

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**11. 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 and 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.

**12. 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.

**13. 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.

**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 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 form of 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 thirty (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) five (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

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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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or 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 of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**21. Post Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure, shall be the rate stated in the Note or, if the State does not permit the Lender to charge the Note rate, then the judgment rate required under applicable law shall apply.

Any advances made by the Lender after a judgment is entered on the Note or in an action of mortgage foreclosure, including but not limited to payments of insurance premiums and real estate taxes, shall become additional indebtedness of the Borrower and shall continue to be the obligation of the Borrower until the indebtedness is paid in full.

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

**22. 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 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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**23. 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.

**24. Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.

**25. 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. [applicable rider(s) shown checked below.]


- |                                     |                                |                                     |                       |
|-------------------------------------|--------------------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/>            | Condominium Rider              | <input type="checkbox"/>            | Second Home Rider     |
| <input type="checkbox"/>            | 1-4 Family Rider               | <input checked="" type="checkbox"/> | Adjustable Rate Rider |
| <input type="checkbox"/>            | Planned Unit Development Rider | <input type="checkbox"/>            | Bridge Loan Rider     |
| <input checked="" type="checkbox"/> | Trust 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.

PETER F. SZUJEWSKI AND ELAINE HENLY SZUJEWSKI, AS TRUSTEES OF THE PETER F. SZUJEWSKI TRUST DATED FEBRUARY 18, 1992

 *Peter F. Szujewski* \_\_\_\_\_ DATE: 5/19/00

PETER F. SZUJEWSKI, TRUSTEE

 *Elaine Henly Szujewski* \_\_\_\_\_ DATE: 5/19/00

ELAINE HENLY SZUJEWSKI, TRUSTEE

Witnesses:

*Fred Scovel* \_\_\_\_\_ WITNESS #1 - Signature (Seal)  
 (Print or Type Witness's Name)

\_\_\_\_\_ WITNESS #2 - Signature (Seal)  
 (Print or Type Witness's Name)

STATE OF ILLINOIS, COOK County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Peter F. Szujewski and Elaine Henly Szujewski personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of May, 2000

My Commission Expires: \_\_\_\_\_  
Karen P. Poland  
 Notary Public

NOTARY

"OFFICIAL SEAL"  
 KAREN P. POLAND  
 Notary Public, State of Illinois  
 My Commission Exp. 08/05/2001

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**Morgan Stanley Dean Witter  
Credit Corporation**

**REVOCABLE TRUST RIDER**

Date: May 19, 2000

Loan Number: 940-2-390-420704

## DEFINITION USED IN THIS RIDER.

(A) "Revocable Trust."

Trust created under Trust instrument dated .

(B) "Trustee(s)." PETER F. SZUJEWSKI and ELAINE HENLY SZUJEWSKI, trustee(s) of the Revocable Trust.

(C) "Settlor(s)." PETER F. SZUJEWSKI and ELAINE HENLY SZUJEWSKI, settlor(s) of the Revocable Trust.

(D) "Lender." Morgan Stanley Dean Witter Credit Corporation.

(E) "Security Instrument." The Deed of Trust or Mortgage and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Trustee(s) and the Settlor(s) and any other natural person signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

1233 S Plymouth Court  
Chicago, IL 60605

**THIS REVOCABLE TRUST RIDER** is made May 19, 2000, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS**, In addition to the covenants and agreements made in the Security Instrument, the Trustee(s), and the Settlor(s) and the Lender further covenant and agree as follows:

### A. REVOCABLE TRUST

#### 1. BORROWER CERTIFICATION AND WARRANTIES.

The Borrower certifies to the Lender as of the date of this Rider that the Revocable Trust is a revocable Trust for which the Trustee(s) are holding full title to the Property as trustee(s).

The Borrower warrants to the Lender as of the date of this Rider that (i) the Revocable Trust is validly created under the laws of the state of Illinois; (ii) Settlor(s) is the primary beneficiary of the Revocable Trust; (iii) the Trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the Trust instrument, including any affecting the revocability of the Revocable Trust; (iv) the Property is located in the state of Illinois; (v) the Property is a single family residence occupied by at least one of the Settlor(s) or a single family second home; (vi) the Trustee(s) have full power and authority as Trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (vii) the Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (viii) the Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained herein and agreeing to be bound thereby; (ix) only the Settlor(s) and the Trustee(s) may hold any power of direction over the Revocable Trust; (x) only the Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (xi) only the Settlor(s) hold the power of revocation over the Revocable Trust; and (xii) the Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Trustee(s) or the Settlor(s), as the case may be, or power of revocation over the Revocable Trust.

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The Borrower shall promptly notify to the Lender or the Note Holder of any breach of the foregoing certifications and warranties.

## 2. NOTICES.

The Borrower shall provide Lender or the Note Holder not less than thirty (30) days prior written notice of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the Trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the Revocable Trust primary beneficiary(ies), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

### B. ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Trustee(s), and the Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument and this Rider shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST

The paragraph entitled "Transfer of Property or a Beneficial Interest in Borrower" in the Security Instrument is amended to read as follows:

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold, assigned or transferred including but not limited to by revocation or termination of the Revocable Trust or (ii) there is a sale, transfer, assignment, encumbrance, pledge, lien, security interest, distribution or other disposition or any beneficial interest or asset in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

### D. BINDING EFFECT


The loan documents shall be binding upon the heirs and personal administrators, or the successors and assigns, as applicable, of Borrowers, including Trustees and Settlers and shall inure to the benefit of Lender and its successors and assigns.

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BY SIGNING BELOW, the Trustee(s) accept and agree to the terms and covenants contained in this Revocable Trust Rider.

PETER F. SZUJEWSKI AND ELAINE HENLY SZUJEWSKI, AS TRUSTEES OF THE PETER F. SZUJEWSKI TRUST DATED FEBRUARY 18, 1992

 *Peter F. Szujewski* \_\_\_\_\_ DATE: 5/19/00

PETER F. SZUJEWSKI, Trustee

**NOTARY**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

On this 14th day of May, 2000, before me personally appeared \_\_\_\_\_

Peter F. Szujewski

known to me to be the same person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained.

"OFFICIAL SEAL"  
KAREN P. POLAND  
Notary Public, State of Illinois  
My Commission Exp. 08/05/2001

Karen P. Poland  
Notary Public, State of Illinois  
My commission expires: \_\_\_\_\_

PETER F. SZUJEWSKI AND ELAINE HENLY SZUJEWSKI, AS TRUSTEES OF THE PETER F. SZUJEWSKI TRUST DATED FEBRUARY 18, 1992

 *Elaine Henly Szujewski* \_\_\_\_\_ DATE: 5/19/00

ELAINE HENLY SZUJEWSKI, Trustee

**NOTARY**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

On this 14th day of May, 2000, before me personally appeared \_\_\_\_\_

Elaine Henly Szujewski

known to me to be the same person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained.

"OFFICIAL SEAL"  
KAREN P. POLAND  
Notary Public, State of Illinois  
My Commission Exp. 08/05/2001

Karen P. Poland  
Notary Public, State of Illinois  
My commission expires: \_\_\_\_\_

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BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in the Security Instrument and this Revocable Trust Rider and agrees to be bound thereby.

PETER F. SZUJEWSKI, Settlor

5/19/00  
DATE

NOTARY

STATE OF ILLINOIS  
COUNTY OF COOK } SS:

On this May 19th, 2000 before me, the undersigned personally appeared

Peter F. Szujewski  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Karen P. Poland (Seal)

"OFFICIAL SEAL"  
KAREN P. POLAND  
Notary Public, State of Illinois  
My Commission Exp. 08/05/2001

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BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in the Security Instrument and this Revocable Trust Rider and agrees to be bound thereby.

ELAINE HENLY SZUJEWSKI, Settlor

5/19/00  
DATE

NOTARY

STATE OF ILLINOIS  
COUNTY OF COOK } SS:

On this May 19th, 2000 before me, the undersigned personally appeared

Elaine Henly Szujewski  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Karen P. Poland (Seal)

"OFFICIAL SEAL"  
KAREN P. POLAND  
Notary Public, State of Illinois  
My Commission Exp. 08/05/2001

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<b>Morgan Stanley Dean Witter Credit Corporation</b>	<b>ADJUSTABLE RATE RIDER</b>
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Date of Loan: May 19, 2000

Borrower Name(s): PETER F. SZUJEWSKI AND ELAINE HENLY SZUJEWSKI, AS TRUSTEES  
OF THE PETER F. SZUJEWSKI TRUST DATED FEBRUARY 18, 1992

Loan Number: 940-2-390-420704

THIS ADJUSTABLE RATE RIDER is made on May 19, 2000 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Morgan Stanley Dean Witter Credit Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1233 S Plymouth Court, Chicago, IL 60605.

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE DOES NOT LIMIT THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME BUT DOES LIMIT THE MAXIMUM RATE I MUST PAY. THIS NOTE ALSO CONTAINS AN OPTION TO CONVERT MY CURRENT INDEX AND MARGIN TO A NEW INDEX AND MARGIN.**

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

**1. Interest Rate and Monthly Payment Changes.** The Note provides for an initial interest rate of 8.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**2. Adjustable Interest Rate and Monthly Payment Changes**

**(A) Change Dates.** The adjustable interest rate I will pay may change on July 1, 2000, and on the first day of every month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

**(B) The Index.** Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-month U.S. Dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first day of the month preceding the month in which each Change Date occurs is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes.** Before each Change Date, the Note Holder will calculate my new interest rate by adding One and 75/100 percentage points (1.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 2(D) below, this rounded amount will be my new interest rate until the next Change Date.

**(1) Non-amortizing period.** From the date of this Note through and including May 31, 2010, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest that accrues on the unpaid principal balance of my loan. The result of this calculation will be the new amount of my monthly payment.

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(2) **Amortizing period.** Beginning on and including June 1, 2010, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at any new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) **Limits on Interest Rate Changes.** My interest rate will never be greater than 13.250%, which is called the "Maximum Rate."

(E) **Effective Date of Changes.** My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) **Notice of Changes.** The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

3. **Index Conversion Option.** I have an Index Conversion Option that I can exercise unless I am in default or this Section 3 will not permit me to do so. The "Index Conversion Option" is my option to convert the Index and margin to a new index and margin in accordance with the terms of this Section 3.

(A) **Exercise of Option.** The Index Conversion Option can be exercised only during the twenty-one (21) day interval beginning with the forty-fifth day immediately prior to my twelfth (12th) Change Date and continuing until and including the twenty-fifth day prior to my twelfth (12th) Change Date and for identical twenty-one (21) day intervals occurring each six (6) month anniversary thereafter until and including the interval beginning forty-five (45) days before my sixtieth (60) Change Date. I may exercise the Index Conversion one time and only if I have not exercised any option I may have had to convert to a fixed rate. I can exercise the Index Conversion Option by notifying the Note Holder of my election to change the index no later than the twenty-fifth (25th) day prior to the next Change Date. My new index and margin after the conversion will be effective on the Index Conversion Date. The "Index Conversion Date" is the next Change Date following my timely notification to the Note Holder that I am exercising the Index Conversion Option.

(B) **Index.** My new index used to calculate my interest rate will be either (i) for Margin Option 1, the average of interbank offered rates for one-month U.S. Dollar-denominated deposits in the London market as published in *The Wall Street Journal* "Money Rates" table, or (ii) for Margin Option 2, the highest prime rate published in *The Wall Street Journal* "Money Rates" table, or (iii) for Margin Option 3, the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one (1) year, as published in *The Wall Street Journal* "Money Rates" table. My new index will be the most recent index available as of the first day of the month preceding the month in which the applicable Change Date occurs (the "Index Determination Date").

(C) **Margin.** My margin to be added to the newly selected index will be established on the Index Determination Date, as follows:

<u>1 Month LIBOR</u>	<u>Prime Rate</u>	<u>1 Yr Treasury Bill</u>
<u>Margin</u>	<u>Margin</u>	<u>Margin</u>
1.750%	-0.500%	1.875%

(D) **Rate.** The index and margin will be added together and rounded to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 2(D) above, this rounded amount will be my new interest rate until the next Change Date.

(E) **Conditions to Exercise Option.** If I want to exercise the Index Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must still be the owner of the property

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subject to the Security Instrument (as defined in the Note); (ii) I cannot have been late on any of the 12 scheduled monthly payments immediately preceding the date on which I give notice of my election to exercise my Index Conversion Option; (iii) I cannot have been more than 30 days late on any of my scheduled monthly payments; (iv) I must give the Note holder notice that I want to exercise my Index Conversion Option; (v) I must not be in default under the Note or the Security Instrument; (vi) I must not have exercised any option I may have had to convert to a new index or to a fixed interest rate; (vii) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

**NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

PETER F. SZUJEWSKI AND ELAINE HENLY SZUJEWSKI, AS TRUSTEES OF THE PETER F. SZUJEWSKI TRUST DATED FEBRUARY 18, 1992



Peter F. Szujewski  
PETER F. SZUJEWSKI, TRUSTEE

5/19/00  
DATE



Elaine Henly Szujewski  
ELAINE HENLY SZUJEWSKI, TRUSTEE

5/19/00  
DATE

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EXHIBIT "A"

## Legal Description

PARCEL 1: LOT 8<sup>1</sup> IN CHICAGO HOMES OF DEARBORN PARK RESUBDIVISION IN PART OF THE NORHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER, UPON AND ACROSS LOT 37 IN CHICAGO HOMES OF DEARBORN PARK RESUBDIVISION AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED AS DOCUMENT 03036579 AND BY DEED RECORDED AS DOCUMENT 95866191.

Property of Cook County Clerk's Office

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