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After Recording Return To:
COLUMBUS SAVINES BANK
2525 W. 47 7H ST
CHICA GO IL 60632



Doc#: 0704657153 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 02/15/2007 09:35 AM Pg: 1 of 11

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DEFINITIONS

MORTGAGE

Words used in multiple sections of	this decurrent are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and
21. Certain rules regarding the usas	ge of words v sed in this document are also provided in Section 16.
(A) "Security Instrument" means	this document, which is dated <u>January 12</u> , 2007, together with all Riders to
this document.	together with all Riders to
	S. Nowacki and Janet L. Bedore-Nowacki, his wife
Borrower is the mortgagor under th	is Security Instrument.
(C) "Lender" is	COLUMBUS SAVINGS BANK
Lender is a <u>Corporation</u>	organized and existing under the laws of State of Illinois
Lender's address is25	25 West 47th Street - Chicago, Illino's 60632
Lender is the mortgagee under this	Security Instrument.
(D) "Note" means the promissory	note signed by Borrower and dated January 12, , 2007. The Note states that
Borrower owes Lender <u>Une Hu</u>	ndred Seventy Thousand and 00/100
Dollars (U.S. \$ 170,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in ful	I not later thanJanuary 1, 2022
(E) "Property" means the property	that is described below under the heading "Transfer of Kights in the Property."
(F) "Loan" means the debt evidence	red by the Note, plus interest, any prepayment charges and late charges due under the Note, and
all sums dué under this Security Ins	strument plus interest
(G) "Riders" means all Riders to f	his Sagurity Instrument that are assessed by Demonstrating City in District Designation
by Borrower [check box as applicate	his Security Instrument that are executed by Borrower. The following Riders are to be executed
by Dollower [check nox as applicat	nej:
DAR' B. B.	П
Adjustable Rate Rider	☐ Condominium Rider ☐ Second Home Rider
🗖 Balloon Rider	Planned Unit Development Rider Other(s) [specify]
🔀 1-4 Family Rider	☐ Biweekly Payment Rider
-	

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 1/01 (page 1 of 10 pages)
SAF Form 44713

2001 SAF Financial Services, Inc., Rolling Meadows, IL • To Reorder 1-800-323-3000

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Form 3014 1/01 (page 2 of 10 pages) deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of .ecord. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and his the right to mortgage, of the foregoing is referred to in this Security Instrument as the "Property." fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, and ., Illinois 60632 ("Property Address"): Chicago which currently has the address of AAS2 W. 55th Street, %LO-428-01-61#*N*I*d Chicago, Illinois 60632 SESS W. 47th Street This Document was prepared at: Columbus Savings Bank of the Third Principal Meridian, (except R.R. Right of Way) in Cook County, Illinois East 1/22 of the Southwest 1/4 of Section 10, Township 38 North, Range 13, East Ardale Subdivision of the West 1/2 of the Southwest 1/4 and the West 3/4 of the The West 5 Feet of Lot 23 and all of Lot 24 in Block 27 in W. F. Kaiser and Company's property located in the Conuck purpose, Borrower does hereby morrgage, grant and convey to Lender and Lender's successors and assigns the following described Note; and (ii) the performance of Porrower's covenants and agreements under this Security Instrument and the Note. For this This Security Instrument se arres to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the TRANSFER OF RIGHTS IN THE PROPERTY Borrower's obligation: under the Note and/or this Security Instrument. (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed mortgage loan" under RESPA. restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, amounts under Section 3 of this Security Instrument. (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. of, or omissions as to, the value and/or condition of the Property.

than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) conveyance in lieu of condemnation; or (iv) misrepresentations condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be spaled in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments, insurance proceeds of Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance or the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At originati in or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's chligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when a w where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, snall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to realize such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security restrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and

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is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if

as mortgagee and/or as an additional loss payee.

Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all

policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such

such interest, upon notice from Lender to Borrower requesting payment.

this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Barrower secured by acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost or insurance that Borrower Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the respecty, or the contents of the and Borrower's expense. Lender is under no obligation to purchase any particular type or anown of coverage. Therefore, such

If Borrower fails to maintain any of the coverages described above, Lender may obtain in arance coverage, at Lender's option

resulting from an objection by Borrower.

fees imposed by the Federal Emergency Management Agency in connection with a coview of any flood zone determination occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes with this Loan, either: (a) a one-time charge for flood zone determination, er iffication and tracking services; or (b) a one-time disapprove Borrower's choice, which right shall not be exercised unreason on. Lender may require Borrower to pay, in connection during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including

against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to,

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

Lender in connection with this Loan.

Lender may require Borrower to pay a cac-time charge for a real estate tax verification and/or reporting service used by

Borrower shall satisfy the lien or take one or 'nore of the actions set forth above in this Section 4. Security Instrument, Lender may give Borrews a notice identifying the lien. Within 10 days of the date on which that notice is given, this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to

which in Lender's opinion operate toprevent the enforcement of the lien while those proceedings are pending, but only until such performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings

writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is Borrower, shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in E notio. 2 ni bebivorq rennem

Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property

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

accordance with RESPA, but in no more than 12 monthly payments. notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds annual accounting of the Funds as required by RESPA.

Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an

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to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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 Langer otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or lestocation is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower period at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's compancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (c) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a partial In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the order provided for in Section 2.

Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the to Lender.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination. request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terrinated automatically, and/or the Homeowners Protection Act of 1998 or any other law. These rights may include the right's receive certain disclosures, to (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under

will not entitle Borrower to any refund.

other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they (a) Any such agreements will not affect the amounts that Borrower his agreed to pay for Mortgage Insurance, or any

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing

affiliate of any of the foregoing, may receive (directly or indirectly) are ounts that derive from (or might be characterized as) a portion As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any

Mortgage Insurance premiums).

make payments using any source of funds that the mortgage meurer may have available (which may include funds obtained from to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory

Mortgage insurers evaluate their total rick or all such insurance in force from time to time, and may enter into agreements not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does

obligation to pay interest at the rate prov ded in the Note.

providing for such termination or unit termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender Borrower shall pay the prer arms required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage insurance, designated payments teward the premiums for Mortgage insurance. If Lender required Mortgage insurance as a condition of making that Lender requires by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately loss reserve. Lender can no longer require loss reserve payments if Mortgage insurance coverage (in the amount and for the period the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or carnings on such payments as a non-refundable loss reserve in Seu of Morigage Insurance. Such loss reserve shall be non-refundable, notwithstanding designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately Borrower of the Mortgage insurance previously in effect, from an afternate mortgage insurer selected by Lender If substantially coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by 10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the

fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires

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taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Fiot a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrumera granted by Lender to Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by recogn of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising, any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successor in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Some covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to more age, grant and convey the co-signer'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 can agree to extend modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note).

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this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with

acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five tay, before sale of the Property 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to

permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies than 30 days from the date the notice is given in accordance with Section 15 within wine. Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less

exercise is prohibited by Applicable Law. payment in full of all sums secured by this Security Instrument. However, mis option shall not be exercised by Lender if such

and a beneficial interest in Borrower is sold or transferred) without Lendar's prior written consent, Lender may require immediate If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person

a future date to a purchaser. for deed, contract for deed, installment sales contract or escrow ag reement, the intent of which is the transfer of title by Borrower at

means any legal or beneficial interest in the Property, inciv and, but not limited to, those beneficial interests transferred in a bond 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property"

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

gives sole discretion without any obligation to take any action.

words of the feminine gender; (b) words in in cingular shall mean and include the plural and vice versa; and (c) the word "may" As used in this Security Instrument. (2) vords of the masculine gender shall mean and include corresponding neuter words or

provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject

to. Coverning I.s. : Severability; Rules of Construction. This Security instrument shall be governed by federal law and the

Security Instrument.

is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument berein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated change of address through that specified procedure. There may be only one designated notice address under this Security Instrument change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any

Borrower might have arising out of such overcharge.

Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action

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(known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a least onable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elaps before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Favironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 main enance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hiza dous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including out not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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 Section 18 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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virtue of the Illinois homestead exemption laws. 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

\$6.00 PM	"OFFICTAL SEAL" OFSIGN Expires 08/15/09 My Commission Expires 08/15/09		
	CE007 71 CHICKED		TLLFF
	VOKi JOSE 61 470 C	Carol Burz	This instrument was prepared by
(TASTAC)	Notary Public		
(John)			My Commission Expires:
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e, do hereby certify that	ary whic in and for said county and state		COUNTY OF COOK Kicharles A. Kozlowski Richard S. Nowacki and Ja
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- Borrower	Richard S. Nowacki		CÓ
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- AUR BU DUR BURUHLISU	ii VITIIOAZ SIUI ui hadibinos Sinenayos hu	o comment and at accompage to	TO SHEET OF THE PARTICULAR PARTICULAR PARTICULAR PROPERTY AND A PR

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

SAF Form 44713

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UNO 2-4-FAMILY RIDER OPY (Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this	12 day of	January	, XX200		
and is incorporated into and shall be deemed to "Security Instrument") of the same date give COLUMBUS SAVINGS BANK	amend and supplement	the Mortgage, Dec	ed of Trust or Security Deed (the) to secure Borrower's Note to		
of the same date and covering the property desc					
4452 West 55th Str	reet, Chicago,	Illinois (60632		
[Property Address]					

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PPOPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property of its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE IZENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Parower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REM'STATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of cents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents du, and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any ac' that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

(Seal)

Richard S. Nowacki

(Seal)