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ADJUSTABLE RATE

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This instrument was prepared by:

Michelle Nichols

(Name)

4192 S. ARCHER AVE., CHICAGO, IL.

(Address)

MORTGAGE

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THIS MORTGAGE is made this 5th day of (JULY) A.D. 1985, between the Mortgagor, JOHN GRUBISIC and IRENE E. GRUBISIC, his wife (herein "Borrower"), and the Mortgagee, STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO a corporation organized and existing under the laws of the United States of America whose address is 4192 S. ARCHER AVE. CHICAGO, IL 60632 (herein "Lender").

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of , State of Illinois:

Lot 13 in the Resubdivision of Lots 25 to 48 both inclusive in Sub Block 1 in Shurtleff's Subdivision of Block 7 in the Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

LAURENCE MOIS
JULIA HED

85297082

PERMANENT INDEX NUMBER: 17-33-103-040-0000

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

ILLINOIS — 1 to 4 Family — 6/77 — FNMA/FHLMC UNIFORM INSTRUMENT
LD 84/184 SEE ATTACHED RIDER MADE A PART

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JOHN GRUBISIC and
IRENE E. GRUBISIC, his wife

3142 S. WALLACE
CHICAGO, IL 60616

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STANARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
4192 S. ARCHER AVE.
CHICAGO, IL 60632

LOAN NO. 50-01-038679

680 162 58

(Space Below This Line Reserved for Landlord and Recorder)

My Commission expires: August 7, 1988

Given under my hand and affixed official seal, this 19th day of May 1985.

સેવા ફોરમ્ચ.

I, James J. Seidle, do hereby certify that John Grubbs, and Linda A. Grubbs (A.K.A. ERNA GRUBBS) do hereby certify that John Grubbs, and Linda A. Grubbs (A.K.A. ERNA GRUBBS) personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they signed and delivered the said instrument as Chefs, Free and voluntary act, for the uses and purposes herein.

State of Illinois, County ss: Cook

In witness whereof, Borrower has executed this Mortgage.

prior to entry of a judgment entitling Plaintiff Adarwene, if any, had no cœteretation; (b) Borrower pays all expenses of any other cœterants or Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in securing the cœterants and agreements of Borrower contained in this Mortgage; (d) Borrower takes such remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (e) Borrower pays all sums which would be then due under this Mortgage, the Note and Notes securing Future Advances, if any, had no cœteretion; (f) (a) Borrower pays Lender all sums which would be then due under this Mortgage prior to entry of a judgment entitling Plaintiff Adarwene; (b) Borrower pays Lender all sums which shall hereby remain in full force and effect as if no acceleration had occurred.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Agreement, but it has not yet become due, Lender may require Borrower to make such payment or performance as Lender may require, and if Borrower fails to do so, Lender may exercise any right or power available to him under the terms of this Agreement.

order is completed by Borrower and recorded together with this Mortgagee, the conveyance and agreements of such lender shall be incorporated into and shall amend and supplement the conveyances and agreements of this Mortgagee as if the lender

6. Preservation and Maintenance of Property; Leaseholds, Covenants, Easements, and Other Property shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this Mortgage.

to be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the sums so remaining exceed the amount of the unpaid balance of the principal and interest, Lender may apply such excess to the payment of any other sums due under this Note or to the payment of any other debts or obligations of the Borrower to Lender.

United Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be thereby impaired, Borrower shall pay to Lender the amount necessary to restore the property to its original condition.

clause in favor of and in form acceptable to Lennder. Lennder shall have the right to hold the policies and renewals hereof, and Borrower shall promptly notice to the insurance carrier and Lennder. Lennder may make prompt of loss if not made promptly Borrower shall give prompt notice to Lennder all renewal notices and all receipts of paid premiums. In the event of loss, and Borrower shall furnish to Lennder. Lennder shall have the right to hold the policies and renewals hereof, and Borrower shall promptly notice to the insurance carrier and Lennder. Lennder may make prompt of loss if not made promptly

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause.

such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the insurance premium.

legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the property of any party interested in the hazard insurance.

Borrower shall promptly discharge any lien which he has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien in so long as Borrower is still agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith consent to such lien by, or delayed enforcement of such lien in

The Proprietary which may attain a priority over this Mortgagee, and leasehold payments of ground rents, if any, in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower shall promptly furnish toender all notices of amounts due under this paragraph, due, directly to the payee thereof. Borrower shall promptly furnish toender all notices of amounts due under this paragraph, due, directly to the payee thereof. Borrower shall promptly furnish toender all notices of amounts due under this paragraph, due, directly to the payee thereof.

under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

3. Application of Payments. Unless otherwise provided by Law, payments otherwise received by Lenders under this Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender.

promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Fund held by Lender will not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed to Borrower.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either

shall give it to Borrower, without charge, and annual accounting of the Funds showing credits and debits to the Funds on the Funds. Lenore requires such interest to be paid, under which shall not be required to pay Borrower any interest or earnings on the Funds. Lenore shall give each debet to the Funds was made. The Funds are pledged as additional security for the sums secure by this Mortgage.

influence of premiums and ground rents. Lenders may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Agreement that Borrows shall be paid to Lender to make funds available to Lender to pay Lender's expenses in connection with the collection of the Fund.

The Funds shall be held in an institution the deposits or accounts of which are insured by a Federal Deposit Insurance Corporation.

imbedded clauses evidenced by the Note, prepayable and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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Loan No. 50-01-038679

ADJUSTABLE RATE RIDER

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

This Rider is made this 5th day of JULY, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

3142 S. WALLACE

CHICAGO, ILLINOIS 60616

Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 9.75 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on December 1, 1986 and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

- (1) *National Monthly Median Cost of Funds for FSLIC Insured Savings and Loan Associations.
(2) *

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

- (1) There is no maximum limit on changes in the interest rate at any Change Date.
(2) The interest rate cannot be increased to a rate greater than _____ percent or decreased to a rate less than _____ percent during the life of this loan.

(3) The interest rate cannot be changed by more than 2.00 percentage point(s) at any Change Date, nor shall the interest rate be increased to a rate greater than 15.25 percent or decreased to a rate less than 7.75 percent during the life of this loan.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

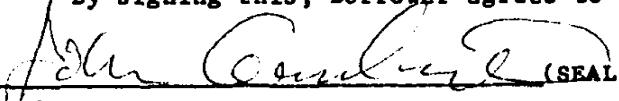
C. PRIOR LIENS

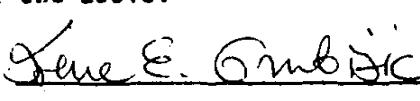
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, without the prior written consent of Lender, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.


(SEAL)


(SEAL)

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

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BOX 166

ADJUSTABLE RATE LOAN RIDER

JOHN GRUBISIC and

IRENE E. GRUBISIC, his wife

TO

STANDARD FEDERAL SAVINGS & LOAN
ASSOCIATION OF CHICAGO

4192 S. ARCHER AVE.

CHICAGO, IL 60632

UPON PROPERTY LOCATED AT

3142 S. WALLACE

CHICAGO, IL 60616

LOAN NO. 50-01-038679

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