COOK COUNTY, ILLINOIS FILED FOR PECORD

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MORTGAGE

507003-2

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 17 ANDRZEJ CHLEBEK AND DONNA CHLEBEK, HUSBAND AND WIFE 19 85The mor' gag or is

("Borrower"). This Seculity Instrument is given to HORIZON FEDERAL SAVINGS BANK

which is organized and existing under the laws of

THE UNITED STATES OF AMERICAND whose address is

1210 CENTRAL AVENUE WILMETTE, ILLINOIS 60 Borrower owes Lender the principal sum of

("Lender").

SIXTY EIGHT THOUSAND AND NO/100---

Dollars (U.S. 3 68,000.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2016

This Security Instrument secures to Lender: (a) the repayment of the debt. Scienced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrow r s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage grant and convey to Lender the following described property

located in LOT 7 IN PATEVA SUBDIVISION, BEING A RESUBDIVISION OF LOT 3 (EXCEPT THE NORTH 265.00 FEET THEREOF) AND (EXCEPT THE SOUTH 655.42 FEET THEREOF) AND (EXCEPT THE EAST 23.00 FEET OF LC13) AND (EXCEPT THE WEST 10.00 FEET OF SALE LOT 3) ALL IN FREDERICK I. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH EAST 1 OF SECTION 31, TOWNSHIP 38 -lart's Office NORTH, RANGE 13, EAST OF THE THIRD PRINCIPL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-31-207-031

7918 SOUTH NAGLE

BURBANK

which has the address of

60459

[Zip Code]

(Street)

[City]

Illinois

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or

hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised 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.

Form 3014 12/83

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	CORD AND RETURN TO:
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	Commission expires: 11-15:36 EPARED BY:
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	74.
voluntary act, for the uses and purposes ther	d and delivered the said instrument as THELR free and v
사람은 이번을 하고 있습니다.	cribed to the foregoing instrument, appeared before me this day,
	h personally known to me to be the
	ereby certify that ANDRZ ET CHLEBER AND DOWNA C
Notary Public in 2.24 for said county and sta	The state of the s
County ss:	T, COMPLICATIONS, T. COMPLICATION , B. 1
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sins sud coverants contained in this Securif	BY SIGNING BELOW, Borrews accepts and agrees to the terminal and in any rider(s) executed 1/4 Borrower and recorded with it.
	Other(s) [specify]
	☐ Organisted 1/av. tent Rider ☐ Planned Unit Developme
1 2-4 Family Rider	Condominium Rider
	ement; the 'er venants and agreements of stins Security Instrument ument [Chee', a. plicable box(es)]
rahall be incorporated into and shall amend an	23. Ric. 18 to this Security Instrument. If one or more riders are executly his very men the covenants and agreements of each such rider
exemption in the Property.	ument without charge to Borrower. Borrower shall pay any recordation 22, Walver of Homestead; Borrower waives all right of homestead a
CENTRAL PRODUCTION OF STREET AND STREET	ZI. Release. Upon payment of all sums secured by this Security

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 and NON: UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is award to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower No. Felensed; 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 be required to commence proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Booled. 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 trams 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 rest, at to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Sec trity 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: (1) by such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any aims 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 educes principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17.

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

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

Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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requesting payment.

Instrument immediately prorto the acquisition.

C. Preservation and Maintenance of Property: Leasehoids. (Borrower shall not destroy, damage or substantially change; the Property allow the Property to deterrorate or commit waste it this Security Instrument is on a leasehold and recitile shall not mergennless Leaders grees to the merger in writing recitile shall not mergennless Leaders registers to the merger in writing coverants and agrees for the property, Mortgage Insurance. If Borrower fails to perform the coverants and agrees for the marting fraction of Leaders Regists in the Property; Mortgage Insurance. If Borrower fails to perform the coverants and agrees for the marting fraction of Leaders Regists in the Property; Mortgage Insurance. If Borrower fails to perform the coverants and agreed fractions and agreed fractions of Leaders Regists in the Property; Mortgage Insurance. If Borrower fails to perform the regulations, the Property fraction of Leaders Registers and Registers

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Bortower abandons the Property or does not arranged by this Security Instrument, whether for not then due The 10-20 days a notice from Lender the process or destore of restore of the part of the final restore of the process of the Introception of the standard in the restriction of the standard in the standard mortgage clause. It is marrance, policies and renewals shall be acceptable to Lence, and shall include a standard mortgage clause. It is marrance policies and renewals. It is compile you shall give promptly give to Lender shall give promptly by Bot. were shall give promptly give to Lender sall receipts of paid premiums and renewal for the standard promptly by Bot. were shall give promptly give to Lender carrier and Lender shall give promptly for the insurance carrier and Lender shall be applied to restoration or repair is confined by Botrower of the restoration or repair is confined and a lender of the insurance proceeds. It the standard shall be applied to the restoration or repair is confined and the standard shall be shall be shall be standard shall be sha

S. Hazard Insurance. Borrower, shall keep the in pro-cments now existing or hereafter effected on the Property insurance shall be chosen by Borrower shall not be insurance shall be chosen by Borrower shall not be unreasonably withheld.

notice identifying the lien Borrower shall satisfy the liet of the one or more of the actions set forth above within 10 days Borowershall promptly discharge a ly lien which has priority over this Security Instrument unless. Borrower: (a) agrees in writing to the payment of the ob." Ation "cure her in a manner acceptable to Lender's opinion operate to preventine anished payment of the ob." At its instrument of the lien and payment of the ob." At its instrument of the lien and a series of the lien and a series of the lien and operate to the lien and operate of the lien and payment of the lien and operate of the lien and payment o

receipts evidencing the payments. Property which may attain and over titue Security, Instrument, and leasthold payments of ground tents, it any. Borrowershall pay these oblide. Is in the manner, Borrowershall promptly furnish to Leader all notices of amounts bayithem on time directly forther of a some of a mounts bayithem on time directly forther of a some of a mounts of the control of the control

paragraphs [] and 2 an all b applied: first, to late oherges due under the Note; second, to prepayment charges due under the Note; third, to amount in vable under paragraphic flourib, to interest due and last, to principal due.

4. Charges: Liens. 3. rrower shall paylall taxes, assessments, charges, fines and impositions attributable to the

smounted title undslice to the sate of the

Anny accurity tract surement of the Funds held by Lender, together, with the future monthly payments of Funds payable prior to the ductastes of the Funds file for the cacrow items when due, the excess shall be, as the ductastes of the cacrow items when due, the excess shall be, as the file cacrow items when due, the excess shall be as the file of the cacrow items when due, the excess shall be as the file of the cacrow items when due, the cacrow items of Funds. If the amount of the file of the

this Security Instrument purposeitor which each debits of the Funds was made? The Funds are piedged as additional security for the Funds. Lender and the Funds are piedged as additional security for the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Uniess an agreement is made or applicable law Lender pays, Borrower incerest on the Europe and applicable law permits Lender to make such a charge Borrower and

One-twelth of (a) yearly its and assessments which may alian priority over this Security Instrument. (b) yearly instrument, payments and assessments which may alian priority over this Security Instrument. (b) yearly instruments of ground rents on ground rents of grounds and saccamates of future escrow items. Lender may ceitimate the funds of grant first funds and supplying the ecrow items.

The Funds shall be field in any institution the ecrow items. Lender may estimate the funds due on the state of grant field in a state of grant field of grant fiel the principal of and interest on the debt. evidenced by the Mote and any prepayment and late charges due under the Mote and any prepayment and any prepayment of Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote until the Mote is paid in full, a sum ("Funds") equal to

DAIFORM COVENANTS. Borrower and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

, 19 85 , and is THIS ADJUSTABLE RATE RIDER is made this 17TH day of DECEMBER 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 Adjustable Rate Note (the "Note") to HORIZON FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

7918 SOUTH NAGLE, BURBANK, ILLINOIS 60459 [Property Address]

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 BOR-ROWER MUST PAY.

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

A. INTEREST RAIL AND MONTHLY PAYMENT CHANGES

The Note provides for an ionial interest rate of 9.15%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

, 19 87, and on that day The interest rate I will pay may range on the first day of every 12th month thereafter. Each date c., which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holfer will choose a new index which is based upon comparable information. The Note Holder will give me notice of this enpice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.500%) 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 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly plyment 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 my new interest rate in substantially equal payments. The result of this calculation will be the new mount of my monthly payment.

(D) Limits on Interest Rate Changes

11.150% or less than The interest rate I am required to pay at the first Change Date will not be greater than 7.150%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.650

(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 (a) nent changes again.
(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my 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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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or demand on Borrower.

expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower. tion? The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which is the notice shall sums secured by this Security instrument? If Borrower fails to pay these sums prior to the Militender exercises the option to require immediate payment in full; Lender shall give Borrower notice of accelera-