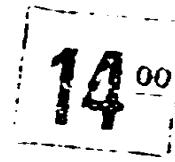


# UNOFFICIAL COPY

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BOX 106

86348880



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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 8,  
1986. The mortgagor is TADEUSZ WROBEL AND ZOFIA WROBEL, his wife  
("Borrower"). This Security Instrument is given to LIBERTY SAVINGS,  
under the laws of State of Illinois, and whose address is 2392 N. Milwaukee Av. — Chicago, IL 60647. ("Lender").  
Borrower owes Lender the principal sum of FOIFTY FIVE THOUSAND AND NO/100  
Dollars (U.S. \$45,000.00). 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 OCTOBER 1, 2001. This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced 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 Borrower's covenants and agreements under this Security Instrument and  
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
located in COOK County, Illinois.

Lot 73 in Crawford Square being a Resubdivision of Blocks 3, 4, and 5 in Grandview  
being a Resubdivision of Blocks 1, 2, and 3 of K. K. Jones Subdivision in the South  
West Quarter of Section 23, Township 40 North, Range 13 East of the Third Principal  
Meridian, in Cook County, Illinois.\*\*

PERMANENT INDEX NUMBER: 13-23-319-008/13

Cook County, Illinois  
RECORD

1986 AUG 12 PM 12:53

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which has the address of 3337 N. Springfield Ave., Chicago,  
Illinois 60618 ("Property Address");  
(Zip Code)

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 seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

# UNOFFICIAL COPY

This instrument was prepared by Notary Public, April 22, 1986, at 11:45 AM, in the City of Chicago, Illinois.

Notary Public  
(Seal)

My Commission Expires: MARCH 9, 1989

Witness my hand and official seal this day of AUGUST 8th 1986.

(he, she, they)

cheY  
executed said instrument for the purpose and uses herein set forth.  
(this, her, their)

I, JADEUSZ WROBEL AND ZOFIA WROBEL, his wife, a Notary Public in and for said county and state, do hereby certify that  
I have executed same, and acknowledge said instrument to be free and voluntary act and deed and that  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be free and voluntary act and deed and that  
I personally appeared  
HEIDI BRONOWSKA

COUNTY OF COOK  
STATE OF ILLINOIS  
ss:

(Space Below This Line for Acknowledgment)

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

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

- Adjustable Rate Rider     Condominium Rider     Graduated Payment Rider     Planned Unit Development Rider  
 Family Rider     Other(s) [Specify] \_\_\_\_\_

Instrument [Check applicable boxes] \_\_\_\_\_  
23. Prior to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, the covenants and agreements of which Security Instrument as if the rider(s) were a part of this Security

22. Waiver of Homestead. Borrower waives all right of homestead except as in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument without charge to Borrower. Any rents collected by Lender shall be applied first to payment of the  
rents due and collection of rents, including, but not limited to, receiver's fees, premiums on  
recievers' bonds and reasonable attorney's fees, and then to the sums secured by this Security  
Instrument. The Property and collection of rents, including, but not limited to, receiver's fees, premiums on  
costs of management of the Property, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the  
Property including those paid due. Any rents collected by Lender at his option shall be applied first to payment of the  
appropiated receiver's fees, and to entitle to enter upon, take possession of and manage the Property and to collect the rents of the  
Property to the extent of any period of redemption following judgment sale. Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the  
Property to the extent of any period of redemption under paragraph 19 or abandonment of the Property and at any time  
prior to the expiration of any period of redemption following judgment sale, Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.  
This Security Instrument without further demand and may foreclose this Security instrument in full or all sums secured by  
before the date specified in the notice, Lender at its option may accelerate to foreclose. If the default is not cured on or  
extinction of a default or any other defense of Borrower to accelerate, if the default is not cured on or  
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-  
secured by this Security Instrument, foreclosure by judicial procedure. The notice shall furnish  
and (d) that failure to cure the defect before the date specified in the notice may result in acceleration of the sums  
unless applicable law provides otherwise. The notice shall specify: (a) the default or acceleration required to cure the  
breach of any covenant or agreement prior to acceleration under paragraphs 13 and 17  
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
non-compliance with further covenant and agree as follows:

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

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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If Landlord exercises his option, Landlord shall give Borrower notice of acceleration. If notice is given, Borrower shall pay all sums secured by this Security Instrument to pay the sums prior to the expiration of this period. Landlord may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Transfer of the Properties or a Beneficial Interest in Borrower. If all or any part of the Properties or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) except as provided in this Agreement, the transferor shall be liable to the beneficiary for the amount of the principal and interest remaining unpaid on the Note at the time of such transfer, and the transferor shall provide a period

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held to be contrary to the applicable law, such conflict shall not affect other provisions of this Security Instrument or the validity of this instrument.

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

14. Notices. Any notice to Borrower provided for in this Security Agreement shall be given by delivery or by mailing it to the address Borrower designates by notice to Lender or by other means specified in this paragraph or by any other address Borrower designates by notice to Lender. Any notice to Borrower given by publication in the newspaper of record in the state where Borrower resides or by any other method provided for in this Security Agreement shall be deemed to have been given to Borrower when given as provided in this Paragraph.

participate in any preparation without my signature under the Note.

**12. Loan Charges.** If the loan accrued by us, security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan shall be reduced by the amount of such interest, then we will be relieved of a duty under the Note or by making a direct payment to Borrower or to Borrower's principal, the reduction will be treated as a permitted charge to the charge to the principal sum already collected from Borrower or which exceeded necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower or which exceeded the permitted charge to the charge to the principal sum already collected from Borrower or which exceeded necessary to reduce the charge to the permitted limit, the (a) any such loan charge shall be reduced by the amount in connection with the loan which exceeds the permitted charge to the charge to the principal sum already collected from Borrower or which exceeded the permitted charge to the charge to the principal sum already collected from Borrower or which exceeded necessary to reduce the charge to the permitted limit.

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

10. Borrower Not Release; Forbearance By Lender Not A Waiver. Extension of the time for payment of principal or continuation of the instrument granted by Lender to any successor in interest or operator of Borrower, shall operate the liability of the Borrower to pay the original amounts secured by this Security Interest.

11. Borrower Not Release; Forbearance By Lender Not A Waiver. Extension of the time for payment of principal or proceeds to principal shall not be a waiver of or procedure the exercise of any right or remedy by the original Borrower or his successors in interest. Any forbearance by Lender in exercising any right or remedy

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower fails to restore the condition outlined in the notice within 30 days after the date the notice is received by Borrower fails to collect and apply the proceeds, Lender is authorized to resell the Security Instrument, whether or not then due, to the sums received by this Securitization Trustee or its assignee, Lender or any other party having an interest in the Property or therein.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued 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, the amount of the proceeds shall be applied to the sums accrued by this Security instrument, whether or not then due, with the balance paid to Borrower.

**H. Premiums.** 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.

**I. Insurance.** 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.

**J. Lender.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

**K. Inspection.** Borrower shall permit Lender or its agent to inspect the Property at any reasonable time during normal business hours.

**L. Condition.** The Property is in good condition and suitable for the purpose for which it is used, except for ordinary wear and tear, damage due to acts of God, and damage resulting from fire, explosion, or other causes beyond the control of Borrower.

**M. Condemnation.** Any condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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2-4 FAMILY RIDER S-4 J-3 U  
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 8th day of AUGUST , 1986 .  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
**LIBERTY SAVINGS** (the "Lender")

of the same date and covering the property described in the Security Instrument and located at

3337 N. SPRINGFIELD AVE., CHICAGO, ILLINOIS 60618

*Progeny Apartments*

**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 PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or 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 LIENS.** 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.** Borrower 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 REINSTATE" 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 "unlease" 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 rents 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 due 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 act 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.

*Toraleesa Wrobel*  
*Zaffir Wrobel*

(Seal)  
Borrower

(Seal)  
Borrower

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Property of Cook County Clerk's Office

Shelby Savino  
2398 N. Milwaukee Ave  
Chicago, IL 60641  
2398  
Shelby.