

# UNOFFICIAL COPY

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T#4444 TRAN 2103 09/08/88 15:38:00  
#7686 # D \* 88-409816  
COOK COUNTY RECORDER

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#05-409-40

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 18TH  
1988 The mortgagor is VLADIMIR GRABOWSKI and MARIOLA GRABOWSKI, HUSBAND AND WIFE

("Borrower") This Security Instrument is given to  
FIRST COLONIAL MORTGAGE CORPORATION  
which is organized and existing under the laws of THE STATE OF ILLINOIS  
9797 WEST HIGGINS ROAD, ROSEMONT, ILLINOIS 60018 , and whose address is  
("Lender").

Borrower owes Lender the principal sum of SEVENTY-ONE THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$ 71200.00). 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 SEPTEMBER 1, 2018. 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 12 IN BLOCK 6 IN FALCONER'S SECOND ADDITION TO CHICAGO, A  
SUBDIVISION OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 28,  
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

-88-409816

PERMANENT INDEX NUMBER: 13-28-226-007

88409816

BOX 334

which has the address of 4939 WEST GEORGE STREET

CHICAGO (City)

Illinois 60641 (Zip Code)

("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.

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Form 3014 12/83



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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 authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower 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 Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**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 specified 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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Any amounts disbursed by Lender under this paragraph 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 at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Instrumemt, appearing in court, paying reasonable attorney's fees and entering on the property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgage Insurancce. If Borrower fails to perform the covenants and agrees to receive funds committed in this Security Instrument, or there is a legal proceeding in bankruptcy, or trustee in bankruptcy, or trustee in liquidation, or receiver in liquidation, or trustee in reorganization, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the property, and Lender may do and pay for whatever is necessary to defend the title to the property against all claims and demands, and Lender may do and pay for whatever is necessary to protect the title to the property against all claims and demands, and Lender may do and pay for whatever is necessary to defend the title to the property against all claims and demands.

charge 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments, unless the property is acquired by Lender. Borrower's right to any insurance policies and exceeds resulting under paragraph 19 the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, if

of the Property damage, if the restoration of repair is economically feasible and Lender's security is lessened, if the restoration of 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, until excess paid to Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lender, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to settle a claim, then Lender may collect the insurance proceeds. The 30-day period will begin

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 renewals. If Lender requires, Borrower shall promptly give to Lender all notices of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

**3. Hazarded Insurance:** Bottower shall keep the term(s) now existing or hereafter effected on the property insured against loss by fire, hazards included within the term, "incremented coverage" and any other hazards for which Lennder requires insurance coverage. This insurance shall be maintained in the amounts and for the periods that Lennder requires against loss by fire, hazards included within the term, "incremented coverage" and any other hazards for which Lennder requires insurance coverage. The insurance carrier shall be chosen by Borrower subject to Lennder's approval which shall not be unreasonably withheld.

pay them on time directly to the person owed paymen~~t~~. Borrower shall promptly furnish to Lender to be paid under this paragraph. If Lender makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph.

Note: third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

**3. Application of Payment.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to preparation charges due under the Note; and third, to principal.

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.

purposes for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may require Borrower 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 permits Lender to collect interest on the Funds. Unless otherwise provided in the Note, the Noteholder may require Borrower to pay interest on the principal amount of the Note at the rate of interest specified in the Note.

whole aggregate instruments, it may, in these items are carried forward to the next year, unless otherwise provided in the instrument, or by agreement between the parties.

bases of current data and reasonable estimates of future screw items.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Legendre if such an institution). Legendre shall apply the Funds to pay the escrow items before making payment of the Funds available to the Funds, unless otherwise provided in the instrument.

state agencies for holding and applying the accounts of escrow items, unless otherwise provided in the instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay

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

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If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 250.00 . . . ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

## (B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

## (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, 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.

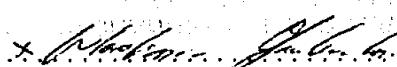
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. 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.

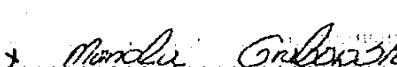
2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

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.

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

  
WLADIMIR GRABOWSKI ..... (Seal)  
Borrower

  
MARIOLA GRABOWSKI ..... (Seal)  
Borrower

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I have a Conviction Option which I can exercise unless I am in default or this Section 5(a) will not permit me to do so. The "Conviction Option" is my option to convert the interest rate [I am required to pay by this Note from an adjustable rate with interest rates to fixed rate limits to the fixed rate limits to the fixed rate limits to the first change date and ending on the fifth Change Date. Each date on which my adjustable interest rate can converge to the new fixed rate is called the "Conviction Date".

#### (a) Option to Convert to Fixed Rate

#### **5. FIXED INTEREST RATE CONVERSION OPTION**

to a fixed interest rate, as follows:

#### B. FIXED INTEREST RATE OPTION

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amounts of my monthly payments before the effective date of any change. The notice will include information regarding the telephone number of a person who will answer any question I may have regarding the note.

### (e) Notice of Changes

My newническая race 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.

19 CHARTERS OF THE EAST INDIA COMPANY

The interest rate I am required to pay on the first Change Datic will be greater than 9.50 %. or less than 5.50 %. Therefore, my interest rate will never be increased or decreased as a single Change Datic by more than 2.00 percentage points (2.00, %) from the rate of interest I have been paying or the preceding 12 months. My interest rate will never be greater than 13.50, %, which is called the "Maximum Price".

#### (D) Limits on Interest Rate Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & 3/4 percentage points (2 & 3/4%, or 125%) 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.

### (c) Calculation of Changes

Begunning with the first Change's Part, my adjuster's 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 monthly current index figure available as of the date 45 days before each Change is called the "Current index."

Copy by J.H. (g)

(A) Change Data

#### 4. ABSOLUTE MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.50%. The Note provides for changes in the adjustable interest rate as follows:

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

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

VERT THE ADJUSTABLE RATE TO A FIXED RATE.

AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CON- VERT THE ADJUSTABLE RATE TO A FIXED RATE.

THIS ADJUSTABLE RATE RIDER is made this, 18th day of AUGUST, 1988, and is incorporated into and shall be deemed to amend and supplement the Masteragreement, Deced of Trust or Security Deced (the "Note") of the same date given by the undersigned (the "Borrower"), to secure Borrower's Adjustable Rate Note ("Note") to First, Colonial, Mortgage Corporation, 9797, West Higgins Road, Bensenville, Illinois 60010, of the same date covering the property described in the Security Instrument and located at: 4939 West George Street, Chicago, Illinois 60641.

(1) **ICER Treasury Indexx - Rate Caps - Fixed Rate Conversion Option**