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ISB LOAN #1101849

State of Illinois

Mortgage

FMA Case No:
131:5846531-734

89-2335 Cook 387

This Indenture, Made this 28TH day of SEPTEMBER, 19 89, between JOHN H. ROJOWSKI, DIVORCED NOT SINCE REMARRIED,

Mortgagor, and

INVESTORS SAVINGS BANK, F.S.B., ITS SUCCESSORS AND/OR ASSIGNS a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FORTY SIX THOUSAND NINE HUNDRED AND NO/100-----

Dollars (\$ 46,900.00)

payable with interest at the rate of TEN----- per centum (10.0000) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 10801 WAYZATA BOULEVARD, SUITE 300, MINNETONKA, MINNESOTA 55343, or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRED ELEVEN AND 59/100-----

Dollars (\$ 411.59)

on NOVEMBER 1, 19 89, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of OCTOBER 20 19

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warranty unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

PARCEL 1: UNIT 703-4 IN BROOKSIDE CONDOMINIUM, AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN LADD'S GARDEN QUARTER STREAMWOOD BEING A SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, SEE ATTACHED LEGAL DESCRIPTION RIDER FOR COMPLETE LEGAL DESCRIPTION.

06-13-300-012-1036

COMMONLY KNOWN AS: 703-4 GARDEN CIRCLE, STREAMWOOD, ILLINOIS 60107

"SEE ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF"
"SEE CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF"
"SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF"

89467022

1700 Mark

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue

of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

This form is used in connection with mortgages insured under the one- to four-family program of the National Housing Act which provides for periodic Mortgage Insurance Premium payments.

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RECORD AND RETURN TO:
INVESTORS SAVINGS MORTGAGE CORP.
2311 WEST 22ND STREET
SUITE 100
OAK BROOK, ILLINOIS 60521

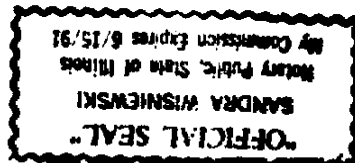
THIS INSTRUMENT PREPARED BY:
EUGENE S. BENDER
OAK BROOK, ILLINOIS



Filed for Record in the Recorder's Office of
County, Illinois, on the _____ day of _____
A.D. 19 _____

at _____ o'clock _____ m., and duly recorded in Book _____ page _____

22029168



Sandra Wisniewski
Notary Public

_____ day _____ SEPTEMBER _____ A.D. 19 89

I, the undersigned _____ a notary public, in and for the county and State of Illinois, do hereby certify that _____ and _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed, and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the _____ of homestead.

State of Illinois
County of COOK

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

Witness the hand and seal of the Mortgagor, the day and year first written.
[Signature]
JOHN H. JOZOWSKI, DIVORCED NOT SINCE REMARRIED

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In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under

the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby;

(IV) amortization of the principal of the said note; and

(V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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LEGAL DESCRIPTION

PARCEL I: UNIT 703-4 IN BROOKSIDE CONDOMINIUM, AS DELINEATED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN LADD'S GARDEN QUARTER STREAMWOOD, BEING A SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1974 AS DOCUMENT 22628184, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY ROBINO-LADD COMPANY, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22848901, AS AMENDED FROM TIME TO TIME, TOGETHER WITH A .90930 PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SUCH CONDOMINIUM DECLARATION, AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

PARCEL II: ALSO TOGETHER WITH AN EASEMENT FOR PARKING PURPOSES IN AND PARKING SPACE NUMBER 703-64 AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY IN COOK COUNTY, ILLINOIS.

PARCEL III: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 13, 1974 AS DOCUMENT 22628184 AND AS CREATED BY DEED FROM MCHERRY STATE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1976 KNOWN AS TRUST NUMBER 1112 TO BLANCHE KIRIAN DATED MAY 24, 1977 AND RECORDED AUGUST 17, 1977 AS DOCUMENT 24062524 ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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Property of Cook County Clerk's Office

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ISB LOAN # 1101849

FHA CASE # 131:5846531-734

ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this 28TH day of SEPTEMBER, 19 89, 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 "Mortgagor") to secure the Mortgagor's Promissory Note (the "Note") to INVESTORS SAVINGS BANK, F.S.B. (the "Mortgagee") of the same date and covering the property described in the Security Instrument and located at:

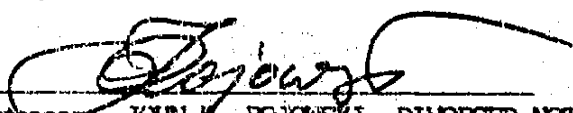
702-4 GARDEN CIRCLE, STREAMWOOD, ILLINOIS 60107

PROPERTY ADDRESS

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Assumption Rider.


Mortgagor JOHN H. ROJEWSKI, DIVORCED NOT REMARRIED Mortgagor

Mortgagor

Mortgagor

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FHA CONDOMINIUM RIDER TO MORTGAGE

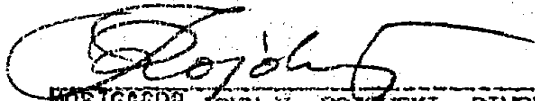
TMC LOAN NUMBER: 1101849
FHA LOAN NUMBER: 131-5846531-734
MORTGAGOR: JOHN H. ROJOWSKI
PROPERTY: 703-4 GARDEN CIRCLE
STREAMWOOD, ILLINOIS 60107
UNIT NUMBER: 4

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Enabling Declaration) recorded on (Date) N/A in the Lane Records of the N/A County of N/A, State of N/A. Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the Mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage and note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."


MORTGAGOR JOHN H. ROJOWSKI, DIVORCED
NOT SINCE REMARRIED

MORTGAGOR

MORTGAGOR

MORTGAGOR

DATE: 9/28/89

DATE

DEPT-01 RECORDING
174222
#0039
COOK COUNTY RECORDER
19/03/89 12:12:00
917.25
467022

89167022

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