

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 17, 1990  
19 The mortgagor is JERRY NOSAL AND HIS WIFE KATARZYNA J. NOSAL

("Borrower"). This Security Instrument is given to NATIONAL SECURITY BANK OF CHICAGO  
which is organized and existing under the laws of THE UNITED STATE OF AMERICA, and whose address is  
1030 W. Chicago Ave., Chicago, Illinois 60622 ("Lender").  
Borrower owes Lender the principal sum of FIFTEEN THOUSAND AND 00/100's

Dollar (U.S. \$15,000.00). 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 March 1, 1995. 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 64 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 14 BEING  
A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP  
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY  
ILLINOIS.

PERMANENT INDEX NO. 13-28-323-008-0000

which has the address of 5233 W. Deming Pl Chicago Illinois 60639 ("Property Address");  
(Street) (City) (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."

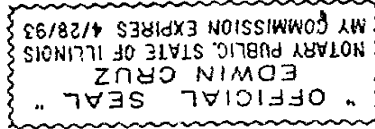
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all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

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*[Signature]*  
Notary Public

My Commission expires:

Given under my hand and official seal, this 16th day of January, 1990

set forth:

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s) are do hereby certify that Jerry Nosal and his wife Katarzyna J. Nosal in joint tenancy, a Notary Public in and for said county and state, Edwin Gruz, Cook County ss.

STATE OF ILLINOIS, Cook

[Space Below This Line For Acknowledgment]

BOX 359

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

*[Signature]*  
Katarzyna J. Nosal  
(Seal) -Borrower

*[Signature]*  
Jerry Nosal  
(Seal) -Borrower

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

- 23. Riders to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))
  - Adjustable Rate Rider
  - Graduated Payment Rider
  - Planned Unit Development Rider
  - Condominium Rider
  - 2-4 Family Rider
- 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial 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 including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 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 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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