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Arm Amorton Mile Order 1 (33651. A

3319 NORTH DRAKE AVENUE

60618

("Property Address");

T#4444 TRAW 3410 07/08/90 18/17/00 #7557 # D *--90-106198 COOK COUNTY RECORDER

\$16.25

-- [Space Above This Line For Recording Data]---

Loan # 9493863

DERT-01 GECOSSING

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 7th 19 90 The mortgagor is

STEFAN DOURCWOLSKI, A Bachelor

("Borrower"). This Security Instrument is given to

Midwest Fundant Corporation which is organized and existing under the laws of the State of Illinois

, and whose address is

1020 31st Street Stite 401, Downers Grove, Illinois 60515

("Lender").

Borrower owes Lender the principal sum of Fifty thousand and NO/100 - - -

50,000.00 Dollars (U.S. \$). This debt is evidenced by Borrower's note dated the same date as this Security Instrumat ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1st, 2020

This Security Instrument secures to Lender: (a) the repayment of the debt e idenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with inverest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's cov nants 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

LOT 48 IN BLOCK 2 IN THE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED NOW FRER 15, 1889 AS DOCUMENT NUMBER 1185671, IN COOK COUNTY, ILLINOIS.

30106198

Item # 13-23-407-006

which has the address of

Illinois

(Street)

CHICAGO [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 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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this day in person, and acknowledged that	subscribed to the foregoing instrument, appeared before me
e to be the same person(s) whose nume(s)	STEE AN DORKOWOLSKI, A REChelor
	do hereby, certify that
, a Notary Public in and fer and county and state,	I, THE UNDERSIGNED
County ss:	STATE OF ILLUINOIS,
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the terms and covenants contained in this Security Instrument it.	BYSIGNING BELOW, Borrowe cepts and agrees to and filling were and interested with
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UNIFORM COVENANTS. OUT OF AN Let de Covenant and agree às follo ys:

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 v_F the deficiency in one or more payments as required by Lender.

Upon payment in 6.20 of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if inder 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 same 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 h strument, 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 payment: 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 ien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, least respectively, or ceedings 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 ret 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 recomptly 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 applicated 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 pair'te Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance car ier 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.

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

analigave de realize at the time of or prior to an inspection specifying reasonable cause for the inspection. 8 Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

O Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

any condemnation or condemnation of the Property, or for conveyance in lieu of condemnation, are hereby assigned annual and the property, or for conveyance in lieu of condemnation, are hereby

any condemnation of to the Property, or for conveyance in flet of condemnation, are needy any part of the Property, or for conveyance in flet of condemnation, are needy for distinctions and selected by the Security flat in the event of a partial taking of the Property flat in the event of a partial taking of the Property flat in the event of a partial taking of the Property flat in the event of a partial taking of the Property flat in the event of a partial taking of the Property flat in the event of a partial taking of the Property flat in the event of a partial taking of the Property flat in the event of a partial taking of the Property flat in the sums secured in education of the sum in the sum as secured imposed by the flat in the sum as secured in flat in the sum of the sum as secured in flat in the sum of the sum as secured in edition of the sum of the sum as secured in flat in the sum of the sum of the sum as secured in the sum of the s

Il title Britowerly is abundoned 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 falls to respond to Lender within 30 days after the date deficielts given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the sums secured by this Security Instrument, whether or not then due.

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

of Borrower sindly not operate to release the illubility of the original Borrower or Borrower's successors in interest. tion of amor 72 ion of the sums secured by this Security Instrument granted by Lender to any successor in interest BORBOTTOWER NOUR cleaned: Furbearance By Lender: Not a Waiver. Extension of the time for payment or modificapayments.

madeloyithe original of tro ver or Bound; successors in interest. Any forbearance by Lender in exercising any right of remedy.

Or remedy shall not L. a., giver of or preclude the exercise of any right or remedy.

Latis decessors and Assle is Bound; boint and Several Liability; Co-signers. The covenants and agreements of this Leader shall not be sequired to commence proceedings against any successor in interest or reluse to extend time for the same by near or any demand demand the country instrument by reason of any demand

Tower may agree to extend, modify, for year or make any accommodations with regard to the terms of this Security Sonally obligated to pay the sums secured of this Security Instrument; and (c) agrees that Lender and any other Bor-Brantand convey that Borrower's incer stancing Property under the terms of this Security Instrument; (b) is not perthis Security instrument but does not execute the Mote: (a) is co-signing this Security instrument only to mortgage, stone of parengraph 17. Borrower covenants and agreements shall be joint and several. Any Borrower who co-signs Securitylinstrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provi-

owed under the Note or by making a direct payment to Porto wer. It a refund reduces principal, the reduction will ed permitted limits will be refunded to Borrower. Lender and conake this refund by reducing the principal incoessary to reduce the charge to the permitted limit; and (c) any sums already collected from Borrower which exceed-Connection with the loan exceed the permitted limit. (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in 12. Loun Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan Thstrument or the Mote without that Borrower' consent.

permitted by paragraph 19, 11 Lender exercises this option, Lender shall take the steps specified in the second paragraph may require liminediate payment in full of all sums secured by this Sec trily Instrument and may invoke any remedies ing any provision of the Note or this Security Instrument unenforcead ancording to its terms, Lender, at its option, 13. Legislation Atteiting Lender's Rights. If enactment or er station of applicable laws hus the effect of renderbe frenied as a partial prepayment without any prepayment andre under the Note.

rower. Any notice provided for this Security instrument shall be deemed to have been given to Borrower or Lender be given by first class mail to Lender's address stated herein or any other address Lend it designates by notice to Borto the Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall by mailing it by first class mail unless applicable law requires use of another rect rod. The notice shall be directed of paragraph 17.

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

IN Minister of the Property or a Beneficial Interest in Rorrower. If all or any part of the Property or any interest To Borrower's Copy Borrower shall be given one conformed copy of the Note and of this Security Instrument. ment and the Note are decinred to be severable.

hibited by federal law as of the date of this Security Instrument. <u>sums sectived by this Security Instrument. However, this option shall not be exercised by Lender it exercise is pro-</u> person lighthout Lender's prior written consent, Lender may, at its option, require immediate payment in full of all in it it is sold or transferred (or it a beneficial interest is sold or transferred and Borrower is not a natural

INVOKE any remedies permitted by this Security Instrument Without further notice or demand on Borrower. bythis Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured If Lender exercises this option, Lender shall give Borrowernotice of acceleration. The notice shall provide a period

Intentiby Borrower, this Security Instrument and the epigations accurred hereby shall remain fully effective as it no in the control borrower, the right to remain a factor and in a courted. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. However, its right to remain a factor and occurred. and Horrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstate-43 Findermay reasonably require to assure that the flow of this Security Instrument, Lender's rights in the Property ontoling this Security Instrument (nicitaling, but not timited to; reasonable attorneys, fees; and (d) takes such action acceleration occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in Borrower? (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that as applicable hay may specify for reinstalement) before sale of the Property pursuant to any power of sale contained entoliciolithis Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period

13:01:11:

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Assignment of Rents

THIS 1-4 FAMILY RIDER is made this and stall 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 Midwest Funding Corporation, AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3319 NORTH DRAKE AVENUE, CHICAGO, ILLINOIS 60618

[Property Address]

- 1-4 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. SUBORY, N. ITE 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 FIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEA'. ES. 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" hall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrowr, inconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lende or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's Tender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement or 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 reats 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) etch lenant of the Property shall pay all rents due and unpaid to 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 1-4 Family Rider.

STEFAN DOBROWOLSKI	Borrower
	(Seal) -Borrower
	(Scal)
	(Seal)

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Property of Cook County Clark's Office