

# UNOFFICIAL COPY

LOAN # 12261-5

COOK COUNTY, ILLINOIS  
FEDERAL HOME LOAN BANK

90163726

1990 APR 11 AM 11:01

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This instrument was prepared by:  
Conrad J. Nagle, Attorney  
(Name)  
4801 West Belmont Avenue  
(Address)  
Chicago, Illinois 60641

## MORTGAGE

\$16.00

THIS MORTGAGE is made this ..... 23rd ..... day of ..... March ..... 1990, between the Mortgagor, EUGENIUSZ NOWAK AND JANINA NOWAK, HIS WIFE, ..... (herein "Borrower"), and the Mortgagee, .....

COMMUNITY SAVINGS BANK ..... a corporation organized and existing under the laws of ..... STATE OF ILLINOIS ..... whose address is ..... 4801 West Belmont Avenue - Chicago, Illinois 60641 ..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . THIRTY THOUSAND AND NO/100. .... Dollars, which indebtedness is evidenced by Borrower's note dated . March 23rd, 1990. .... (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . March 1st, 2005. ....

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of ..... COOK ..... State of Illinois:

Unit 3S in The Katherine Condominium, Building 8528 as delineated on the Plat of Survey on the following described real estate: Lot Twenty-One (21) (except the East 21.40 Feet thereof) and Lot Twenty-Two (22) (except the West 16.85 Feet thereof) in Nordica Building Corporation Subdivision Unit Number Three (3) a Subdivision of the South Half (S½) of the West Half (W½) of the North East Quarter (NE¼) of the North West Quarter (NW¼) of Section Eleven (11), Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian which Survey is attached as Exhibit "A" to the Declaration of Condominium made by Parkway Bank and Trust Company, a Corporation of Illinois, as Trustee under Trust Agreement dated May 11, 1989 known as Trust Number 9291 and recorded in the Office of the Recorder of Deeds in Cook County, Illinois on March 1, 1990 as Document 90094937 together with their undivided percentage interests in the common elements all in Cook County, Illinois;

Mortgagor also hereby grants to the Mortgagee its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

Permanent Index Number: 12-11-121-039-0000, and  
12-11-121-0046-0000

This mortgage is subject to all rights, easements, covenants, conditions restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

which has the address of ..... 8528 W. Catherine Avenue, Unit 3-S ..... Chicago .....  
Illinois 60656 ..... (Street) ..... (City)  
..... (herein "Property Address");  
(State and Zip Code)

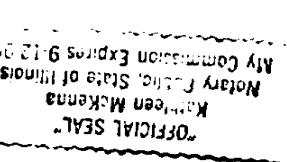
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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BOX 330

COMMUNITY SAVINGS BANK  
4801 WEST BELMONT AVENUE  
CHICAGO, ILLINOIS 60641



MY Commission expires: 9-12-90

Given under my hand and affidavit seal, this 23rd day of March 1990

set forth.

Signed and delivered the said instrument as this 23rd day of March 1990  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
personally known to me to be the same person(s) whose name(s) are as follows:  
do hereby certify that EUGENIUSZ NOWAK AND JANINA NOWAK, HIS WIFE,  
Kuchlewa, McKenna, a Notary Public in and for said county and state,

STATE OF ILLINOIS. County ss:

COOK

Janina Nowak  
Borrower  
Eugeniusz Nowak  
Witness  
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waiver of Foreclosure. Borrower hereby waives all right of homestead exemption in the Property.  
to Borrower. Borrower shall pay all costs of recording, if any.  
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge  
Mortgagee, except the original amount of the Note Mortgagors.  
indebtedness incurred by this Mortgage, not including amounts advanced in accordance herewith to protect the security of this  
evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of this  
make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when  
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may  
those rents actually received.  
attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for  
Property and collection of rents, including, but not limited to the receiver's fees, premiums on receivers' bonds and reasonable  
past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the  
entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those  
Upon acceleration under Paragraph 18 herein or by judicially appointed receiver, shall be  
of any abandonment of the Property, and to collect, in person, by agent or by judicially appointed receiver, shall be  
hereof or assignments to Lender the right to collect and retain such rents as they become due and payable.  
hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18  
20. Assignment of Rents: Assignment of Rents: Lender in Possession. As additional security hereunder, Borrower  
no acceleration had occurred.  
payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if  
in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpeded. Upon such  
(d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest  
enforcing Lender's remedies as provided in paragraph 18 herein, including, but not limited to, reasonable attorney's fees; and  
expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in  
breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable  
this Mortgage; (b) Borrower pays Lender all sums which would be then due under

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this ..... 23rd ..... day of ..... March ..... 19.90., and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to . . . COMMUNITY SAVINGS BANK ..... (herein "Lender") and covering the Property described in the security instrument and located at ..... 8528 W. Catherine Avenue, Unit 1-S, Chicago, Illinois 60656 ..... (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as ..... (Name of Condominium Project) ..... (herein "Condominium Project").

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

**A. Assessments.** Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

**B. Hazard Insurance.** So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

**C. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

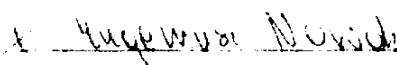
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

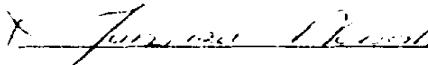
(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

**D. Remedies.** If Borrower breaches Borrower's covenants and agreements hereinunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

 \_\_\_\_\_  
\_\_\_\_\_  
**Borrower**

 \_\_\_\_\_  
\_\_\_\_\_  
**Borrower**

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