

UNOFFICIAL COPY

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K. ariswarki

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STATE OF ILLINOIS
COUNTY OF COOK

I, CAROL MOSELEY BRAUN, RECORDER, AND KEEPER OF THE RECORDS OF SAID RECORDER, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT THE FOLLOWING IS A TRUE AND CORRECT PHOTOGRAPHIC COPY OF THE RECORD OF A CERTAIN INSTRUMENT FILED IN SAID OFFICE THE THIRTY DAY OF OCTOBER 19 90 A.D. AS DOCUMENT NUMBER 90530111 RECORDED IN BOOK JACKET OF RECORDS, AT PAGE 5 PAGES .

COOK COUNTY RECORDER

#7592 # *-91-460380

TRAN 7350 09/05/91 16:12:00

\$17.00

DEPT-01 RECORDING

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CHICAGO, THIS TWENTY-SEVENTH DAY OF AUGUST 19 91 A.D.

Carol Moseley Braun
RECORDER

"THIS DOCUMENT IS BEING RECORDED TO ADD RANGE 13 TO THE LEGAL DESCRIPTION

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PREPARED BY:
KARHANA KUMHINKA
SCHAUMING, IL. 60171

RECORD AND RETURN TO:
METROPOLITAN FINANCIAL MORTGAGE CORPORATION
1000 N. WOODFIELD ROAD-SUITE 240
SCHAUMING, ILLINOIS 60171

0057477119

MORTGAGE

0057477119

THIS MORTGAGE Security Instrument is given on **OCTOBER 19**, 1990
The obligor is **ZYGMUNT KARWOWSKI, BACHELOR**

This Security Instrument is given to **METROPOLITAN FINANCIAL MORTGAGE CORPORATION** which is organized and existing under the laws of **THE STATE OF MINNESOTA** and whose address is **425 ROBERT STREET NORTH, SUITE 500 ST. PAUL, MINNESOTA 55101-2019** (Lender)

Borrower owes to Lender the principal sum of **ONE HUNDRED EIGHT THOUSAND AND 00/100 Dollars (\$ 108,000.00)**

This debt is evidenced by Borrower's note dated the same date as this Security Instrument. Note provides for monthly payments with the full debt if not paid earlier due and payable on **NOVEMBER 1, 2020**. 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 11 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 real property located in **COOK County, Illinois**

LOT 1 IN BLOCK 5 IN MC INTOSH BROTHERS IRVING PARK BOULEVARD ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. RANGE 13

13-17-408-023

which has the address of **4252 NORTH MASON** CHICAGO
Illinois **60634** (Property Address).

TAKESHER WITH all the improvements now or hereafter created on the property, and all accretions, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and dock 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. **PAYMENT OF PRINCIPAL AND INTEREST BY 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.

ILLINOIS Single Family **FMSB-FRM MC LEND LEND INSTRUMENT**

Borrower's Initials
Date

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Property of Cook County Clerk's Office

1. FUNDS TO PAY TAXES AND EXPENSES. If any taxes or other charges are levied on the Property 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 the amount of all yearly taxes and assessments which may obtain priority over this Security Instrument or yearly leasehold payments or ground rents on the Property, if any, all yearly hazard insurance premiums, and all yearly mortgage insurance premiums, if any. These items are called "error items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future error 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 error items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the error items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 error items shall exceed the amount required to pay the error 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 error items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in and to make payments as required by Lender.

2. PAYMENT IN FULL OF ALL SUMS SECURED BY THE SECURITY INSTRUMENT. Lender shall promptly refund to Borrower any amount paid by Lender if under paragraph 10 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 of a credit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraph 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. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect priority over this Security Instrument 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 or persons. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower does these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge a lien which has priority over this Security Instrument unless Borrower is bound in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender. If conflicts in good faith the lien by or defends against either one of the lien in legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien or forfeiture of any part of the Property, or is secured 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 affect priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or file one or more of the actions set forth above within 15 days of the giving of notice.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter created 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 amount 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 void the policies and renewals. If Lender requires Borrower shall promptly give the 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 applied to 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 paid to Borrower. If Borrower abandons the Property or does not show within 30 days a notice from Lender that if a insurance carrier 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 shall begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend past the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payment, if under paragraph 10 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, give 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 in writing 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, foreclosure or in eminent domain, 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.

Borrower's Initials: J X

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1-4 FAMILY RIDE Assignment of Rents

This 1-4 FAMILY RIDE is made this 15TH day of OCTOBER 1990 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed and Security Instrument of the same date given by the undersigned the Borrower to secure Borrower's Note to METROPOLITAN FINANCIAL MORTGAGE CORPORATION of the same date and covering the property described in the Security Instrument and located at

4252 NORTH MASON, CHICAGO, ILLINOIS 60634
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 to make a change or the use of the Property or its zoning classification in which Lender has agreed or is likely to be changed. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. ASSIGNMENT OF RENTS Except as permitted by federal law Borrower shall not allow any lease under the Security Instrument to be granted against the Property without Lender's prior written permission.

C. RENT LOSS PROTECTION Borrower shall maintain insurance against rent loss in addition to the other insurances for which rent loss is required by the Security Instrument.

D. BORROWER'S RIGHT TO REVOKE BY NOTICE Lender's Consent is Granted

1. ASSIGNMENT OF RENTS Upon Lender's request Borrower shall assign to Lender all income of the Property and all security deposits made or contributed with respect to the Property upon the assignment. Lender shall have the right to modify, extend or terminate the assignment and to assume and collect all rents and disburse them as used in this paragraph. The word "rent" shall mean income of the Security Instrument as set forth herein.

2. RENT COLLECTION BY LENDER If the Borrower is unable to collect rents and expenses of the Property, Lender or its agents may collect the rents and expenses of the Property for the Borrower. Lender's agents may also collect the rents and expenses of the Property for the Borrower. Lender's agents may also collect the rents and expenses of the Property for the Borrower. Lender's agents may also collect the rents and expenses of the Property for the Borrower. Lender's agents may also collect the rents and expenses of the Property for the Borrower. Lender's agents may also collect the rents and expenses of the Property for the Borrower.

If Lender grants a lease to a tenant, the amount of all rents received by Borrower shall be held by Borrower in trust for the benefit of Lender and to be applied to the debts secured by the Security Instrument. Lender shall be entitled to collect and receive all of the rents of the Property and on each month of the Property shall pay all costs due and unpaid to Lender in Lender's report or Lender's written demand for the same.

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.

Lender shall not be required to make any lease or to maintain the Property before or after giving notice of lease to Borrower. However, Lender is a judicially appointed receiver may do so at any time there is a breach of any applicable law that will cause or result in default or complete any other right of Lender. The assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

F. 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 exercise 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 Ride

BY SIGNING BELOW Lender accepts and agrees to the terms and provisions contained in this 1-4 Family Ride

Borrower

Borrower

Borrower

Borrower

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Any amounts disbursed by Lender under this paragraph shall constitute additional debt of Borrower secured by this Security Instrument. Unless otherwise agreed, Lender agrees to other terms of payment. These amounts shall bear interest from the date of disbursement at the rate and shall be payable with interest upon notice from Lender to Borrower requesting payment.

Lender required to display intention of its notice 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.

INSPECTION Lender in its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice of the time of or prior to an inspection specifying reasonable cause for the inspection.

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 the substitution in lieu of condemnation proceeds 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: in the total amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is damaged by Borrower or after notice by Lender to Borrower that the condition 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 effect and apply the proceeds of its option either to reconstruction or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

BORROWER NOT RELEASED BY LENDER NOT A WAIVER Extension of the time for payment or modification of an obligation of the sums secured by this Security Instrument granted by Lender in any way shall not constitute a release of 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 release of the sums secured by this Security Instrument. Lender's obligations under this Security Instrument shall not be affected by the release of the original Borrower or Borrower's successors in interest. Any liability assumed by Lender in exercising any right or remedy shall not be a waiver or discharge of the liability of any party or remedy.

SUCCESSORS AND ASSAULTS SHARED 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 signs this Security Instrument but does not execute the Note is an assignee of this Security Instrument only to mortgage grant and covenants that Borrower's interest in the Property under the terms of this Security Instrument. Borrower may assign or assign to pay the sums secured by this Security Instrument and it is agreed that Lender and any other Borrower may agree to extend readily to make any accommodations with regard to the terms of this Security Instrument or the Note with all that Borrower's consent.

LOAN CHARGE 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 reflected or to be collected in connection with the loan exceed the permitted limits, then in any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and the any sums already collected from a borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by crediting the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the remaining will be treated as a partial prepayment without any prepayment charge under the Note.

REGULATION AFFECTING LENDER'S RIGHTS If enactment or expiration of applicable law 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 exercise any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the section permitted in paragraph 17.

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 mailed 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.

GOVERNMENT 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.

BORROWER'S COPY Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

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 those sums prior to the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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18. BORROWER'S OBLIGATION TO PAY. The terms of each certain condition. Borrower shall have the right to have enforcement of this Security Instrument... Lender shall have the right to have enforcement of this Security Instrument...

NON-LIENOR COVENANTS

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...

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 or 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...

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.

22. WAIVER OF HOMESTEAD

Borrower waives his right of homestead exemption in the Property.

23. RIDERS TO THIS SECURITY INSTRUMENT

If two or more riders are executed by Borrower and recorded together with 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 riders were a part of this Security Instrument. (Check applicable boxes)

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) specify:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

ZYGMUNT KARNOWSKI (Seal) (Seal)
 -Borrower -Borrower

(Seal) (Seal)
 -Borrower -Borrower

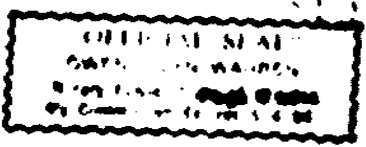
State of Illinois, COOK County ss.

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that ZYGMUNT KARNOWSKI, BACHELOR

personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17TH day of OCTOBER 1990

My Commission Expires 03/31/91



Notary Public

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